

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CONTRA COSTA COUNTY**  
**AND**  
**WESTERN COUNCIL OF ENGINEERS**



**JULY 1, 2013 – JUNE 30, 2017**

# WESTERN COUNCIL OF ENGINEERS

## TABLE OF CONTENTS

<b><u>SECTION 1</u></b>	<b><u>COUNCIL RECOGNITION</u></b>	4
<b><u>SECTION 2</u></b>	<b><u>COUNCIL SECURITY</u></b>	
2.1	Dues Deduction .....	4
2.2	Agency Shop .....	4
2.3	Maintenance of Membership .....	6
2.4	Council Dues Form .....	6
2.5	Withdrawal of Membership.....	6
2.6	Communicating with Employees .....	6
2.7	Use of County Buildings.....	7
2.8	Advance Notice.....	8
2.9	Written Statement for New Employees.....	8
2.10	Distribution of Materials.....	8
2.11	Section 11 of 1977-79 MOU.....	8
<b><u>SECTION 3</u></b>	<b><u>NO DISCRIMINATION/ADA</u></b>	9
<b><u>SECTION 4</u></b>	<b><u>OFFICIAL COUNCIL REPRESENTATIVES</u></b>	
4.1	Attendance at Meetings .....	9
4.2	Council Representatives .....	10
<b><u>SECTION 5</u></b>	<b><u>SALARIES</u></b>	
5.1	General Wage Increases .....	10
5.2	Entrance Salary .....	11
5.3	Anniversary Dates.....	11
5.4	Increments Within Range.....	12
5.5	Part-Time Compensation .....	13
5.6	Compensation for Portion of Month.....	13
5.7	Position Reclassification .....	13
5.8	Salary Reallocation & Sal on Reallocation .....	13
5.9	Salary on Promotion .....	14
5.10	Salary on Appointment From a Layoff List .....	14
5.11	Salary on Involuntary Demotion .....	14
5.12	Salary on Voluntary Demotion.....	15
5.13	Transfer .....	15
5.14	Pay for Work in Higher Classification .....	15
5.15	Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010.....	16
5.16	Payment .....	18
5.17	Pay Warrant Errors .....	18
<b><u>SECTION 6</u></b>	<b><u>DAYS AND HOURS OF WORK</u></b>	
6.1	Definitions .....	19
6.2	Time Reporting/Stamping .....	20
6.3	Automated Timekeeping Implementation .....	20
<b><u>SECTION 7</u></b>	<b><u>OVERTIME &amp; COMPENSATORY TIME</u></b>	
7.1	Overtime .....	20

7.2	Compensatory Time.....	21
7.3	Fair Labor Standards Act Provisions .....	21
<b>SECTION 8</b>	<b><u>CALL-BACK TIME</u></b> .....	23
<b>SECTION 9</b>	<b><u>ON-CALL DUTY</u></b> .....	23
<b>SECTION 10</b>	<b><u>SHIFT DIFFERENTIAL</u></b> .....	24
<b>SECTION 11</b>	<b><u>SENIORITY, WORKFORCE REDUCTION, LAYOFF &amp; REASSIGNMENT</u></b>	
11.1	Workforce Reduction .....	24
11.2	Separation Through Layoff.....	25
11.3	Notice .....	28
11.4	Special Employment Lists .....	29
11.5	Reassignment of Laid Off Employees .....	29
<b>SECTION 12</b>	<b><u>HOLIDAYS</u></b>	
12.1	Holidays Observed.....	29
12.2	Holiday is Not Worked .....	30
12.3	Holiday is WORKED and Holiday Falls on Regularly Scheduled Work Day of Full-Time Employees on Regular, 4/10, 9/80, Flexible, And Alternate Work Schedules .....	31
12.4	Holiday and Compensatory Time Provisions .....	34
12.5	Permanent-Intermittent Employees .....	34
<b>SECTION 13</b>	<b><u>VACATION LEAVE</u></b>	
13.1	Vacation Allowance.....	34
13.2	Vacation Accrual Rates.....	34
13.3	Bridging of Service.....	37
13.4	Accrual During Leave Without Pay.....	37
13.5	Vacation Allowance for Separated Employees.....	37
13.6	Preference .....	37
13.7	Vacation Leave on Reemployment from a Layoff List .....	37
<b>SECTION 14</b>	<b><u>SICK LEAVE</u></b>	
14.1	Purpose of Sick Leave .....	37
14.2	Credits To and Charges Against Sick Leave .....	37
14.3	Policies Governing the Use of Paid Sick Leave .....	38
14.4	Administration of Sick Leave .....	40
14.5	Disability .....	42
14.6	Workers' Compensation.....	44
14.7	Coordination of Benefits.....	46
14.8	Accrual During Leave Without Pay.....	46
14.9	Disability Insurance Review Committee .....	46
14.10	Sick Leave Coalition .....	46
14.11	Confidentiality of Information/Records.....	46
<b>SECTION 15</b>	<b><u>CATASTROPHIC LEAVE BANK</u></b>	
15.1	Program Design.....	46

15.2	Operation .....	47
<b><u>SECTION 16 STATE DISABILITY INSURANCE (SDI)</u></b>		
16.1	General Provisions.....	48
16.2	Procedures .....	48
16.3	Method of Integration .....	49
16.4	Definition.....	49
<b><u>SECTION 17 LEAVE OF ABSENCE</u></b>		
17.1	Leave Without Pay.....	49
17.2	General Administration – Leave of Absence .....	49
17.3	Furlough Days Without Pay .....	50
17.4	Military Leave.....	51
17.5	Family Care Leave or Medical Leave .....	51
17.6	Intermittent Use of Leave .....	52
17.7	Aggregate Use for Spouse.....	52
17.8	Definitions .....	52
17.9	Pregnancy Disability Leave .....	53
17.10	Group Health Plan Coverage .....	54
17.11	Leave Without Pay – Use of Accruals .....	54
17.12	Leave of Absence Replacement & Reinstatement .....	54
17.13	Reinstatement From Family Care Medical Leave .....	55
17.14	Salary Review While on Leave of Absence .....	55
17.15	Unauthorized Absence.....	55
17.16	Non-Exclusivity .....	55
<b><u>SECTION 18 JURY DUTY AND WITNESS DUTY</u></b>		
18.1	Jury Duty .....	55
18.2	Witness Duty.....	56
<b><u>SECTION 19 HEALTH, LIFE &amp; DENTAL CARE</u></b>		
19.1	Health Plan Coverages .....	57
19.2	Monthly Premium Subsidy .....	57
19.3	Retirement Coverage.....	58
19.4	Health Plan Coverages and Provisions .....	60
19.5	Family Member Eligibility Criteria .....	61
19.6	Dual Coverage.....	62
19.7	Life Insurance Benefit Under Health and Dental Plans .....	62
19.8	Supplemental Life Insurance.....	62
19.9	Health Care Spending Account.....	62
19.10	PERS Long-Term Care .....	63
19.11	Dependent Care Assistance Program .....	63
19.12	Premium Conversion Plan .....	63
19.13	Prevailing Section .....	63
19.14	Rate Information .....	63
19.15	Partial Month.....	63
19.16	Coverage During Absences .....	63
19.17	Child Care.....	64
19.18	Health Plan Re-Opener.....	64

<b><u>SECTION 20</u></b>	<b><u>PROBATIONARY PERIOD</u></b>	
20.1	Duration .....	64
20.2	Revised Probationary Period .....	64
20.3	Criteria .....	64
20.4	Rejection During Probation .....	65
20.5	Regular Appointment .....	65
20.6	Layoff During Probation .....	66
20.7	Rejection During Probation of Layoff Employee .....	66
<b><u>SECTION 21</u></b>	<b><u>PROMOTION</u></b>	
21.1	Competitive Exam .....	66
21.2	Promotion Policy .....	66
21.3	Open Exams .....	66
21.4	Promotion Via Reclassification Without Examination .....	67
21.5	Requirements for Promotional Standing .....	67
21.6	Seniority Credits .....	67
21.7	Physical Examinations .....	67
<b><u>SECTION 22</u></b>	<b><u>TRANSFER</u></b>	
22.1	Conditions .....	67
22.2	Procedure .....	68
<b><u>SECTION 23</u></b>	<b><u>RESIGNATIONS</u></b>	
23.1	Resignation in Good Standing .....	68
23.2	Constructive Resignation .....	68
23.3	Effective Resignation .....	69
23.4	Revocation .....	69
23.5	Coerced Resignations .....	69
<b><u>SECTION 24</u></b>	<b><u>DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION</u></b>	
24.1	Sufficient Cause for Action .....	70
24.2	Skelly Requirements .....	71
24.3	Employee Response .....	71
24.4	Leave Pending Employee Response .....	72
24.5	Length of Suspension .....	72
24.6	Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Disciplinary Demotion .....	72
24.7	Weingarten Rights .....	72
<b><u>SECTION 25</u></b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
25.1	Definition and Procedural Steps .....	73
25.2	Expedited Board of Adjustment .....	74
25.3	Scope of Adjustment Board, Arbitration Decisions, and Expedited Board of Adjustment .....	76
25.4	Time Limits .....	76
25.5	Council Notification .....	76
25.6	Compensation Complaints .....	76
25.7	Strike/Work Stoppage .....	77

25.8	Merit Board .....	77
25.9	Filing by Council .....	77
<b><u>SECTION 26</u></b>	<b><u>RETIREMENT CONTRIBUTION</u></b>	
26.1	Contribution .....	77
26.2	Retirement Benefits – Employees who become New Members of CCCERA on or After January 1, 2013 .....	78
<b><u>SECTION 27</u></b>	<b><u>TRAINING REIMBURSEMENT</u></b> .....	78
<b><u>SECTION 28</u></b>	<b><u>MILEAGE REIMBURSEMENT</u></b> .....	78
<b><u>SECTION 29</u></b>	<b><u>PERSONNEL FILES</u></b> .....	79
<b><u>SECTION 30</u></b>	<b><u>PROFESSIONAL DEVELOPMENT</u></b>	
30.1	Professional Development Reimbursement .....	80
30.2	Continuing Education Allowance .....	81
30.3	Professional Examination Time Off .....	81
<b><u>SECTION 31</u></b>	<b><u>FLEX-TIME</u></b> .....	81
<b><u>SECTION 32</u></b>	<b><u>BOOK REIMBURSEMENT</u></b> .....	81
<b><u>SECTION 33</u></b>	<b><u>SAFETY SHOES AND PRESCRIPTION EYE GLASSES</u></b> .....	81
<b><u>SECTION 34</u></b>	<b><u>SERVICE AWARDS</u></b> .....	82
<b><u>SECTION 35</u></b>	<b><u>REIMBURSEMENT FOR MEAL EXPENSES</u></b> .....	82
<b><u>SECTION 36</u></b>	<b><u>PERSONAL PROPERTY REIMBURSEMENT</u></b> .....	83
<b><u>SECTION 37</u></b>	<b><u>LENGTH OF SERVICE DEFINITION</u></b> .....	84
<b><u>SECTION 38</u></b>	<b><u>PERMANENT PART-TIME EMPLOYEE BENEFITS</u></b> .....	84
<b><u>SECTION 39</u></b>	<b><u>PERMANENT-INTERMITTENT EMPLOYEE BENEFITS</u></b> .....	84
<b><u>SECTION 40</u></b>	<b><u>PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN</u></b>	
40.1	(no title) .....	84
40.2	(no title) .....	84
<b><u>SECTION 41</u></b>	<b><u>PROVISIONAL EMPLOYEE BENEFITS</u></b> .....	86
<b><u>SECTION 42</u></b>	<b><u>REGISTRATION DIFFERENTIAL</u></b> .....	86
<b><u>SECTION 43</u></b>	<b><u>MALPRACTICE COVERAGE</u></b> .....	86

<b><u>SECTION 44</u></b>	<b><u>DEPENDENT CARE</u></b>	
	<b><u>SALARY CONTRIBUTION</u></b>	86
<b><u>SECTION 45</u></b>	<b><u>SPECIAL STUDIES</u></b>	
45.1	Attendance Program	87
45.2	Grievance Procedure	87
45.3	Wellness Incentive Program	87
45.4	Differentials	87
45.5	Ergonomic Evaluation	88
45.6	Safety Committee	88
<b><u>SECTION 46</u></b>	<b><u>ADOPTION</u></b>	88
<b><u>SECTION 47</u></b>	<b><u>SCOPE OF AGREEMENT &amp; SEPARABILITY OF PROVISIONS</u></b>	
47.1	Scope of Agreement	88
47.2	Separability of Provisions	88
47.3	Personnel Management Regulations	88
47.4	Duration of Agreement	88
<b><u>SECTION 48</u></b>	<b><u>UNFAIR LABOR PRACTICE</u></b>	89

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CONTRA COSTA COUNTY  
AND  
WESTERN COUNCIL OF ENGINEERS**

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Division 34 of Board of Supervisors' Resolution 81/1165 and has been jointly prepared by the parties.

The Employee Relations Officer (County Administrator) is the representative of Contra Costa County in employer-employee relations matters as provided in Board of Supervisors' Resolution 81/1165.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in units in which the Council is the recognized representative, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations covering such employees.

This MOU shall be presented to the Contra Costa County Board of Supervisors, as the governing board of Contra Costa County as the joint recommendations of the undersigned for salary and employee benefit adjustments for the term set forth herein.

Special provisions and restrictions pertaining to Project employees covered by this MOU are contained in Attachment D which is attached hereto and a part hereof.



## DEFINITIONS

---

### **DEFINITIONS**

**Appointing Authority:** Department Head unless otherwise provided by statute or ordinance.

**Class:** A group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.

**Class Title:** The designation given to a class, to each position allocated to the class, and to the employees allocated to the class.

**Council:** Western Council of Engineers

**County:** Contra Costa County.

**Demotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the top step of the class which the employee formerly occupied except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classifications.

**Director of Human Resources:** The person designated by the County Administrator to serve as the Assistant County Administrator-Director of Human Resources.

**Eligible:** Any person whose name is on an employment or reemployment or layoff list for a given classification.

**Employee:** A person who is an incumbent of a position or who is on leave of absence in accordance with provisions of this MOU and whose position is held pending his/her return.

**Employment List:** A list of persons, who have been found qualified for employment in a specific class.

**Layoff List:** A list of persons who have occupied positions allocated to a class in the Merit System and who have been involuntarily separated by layoff, displacement, or demoted by displacement, or have voluntarily demoted in lieu of layoff or displacement, or have voluntarily transferred in lieu of layoff or displacement.

**Permanent-Intermittent Position:** Any position which requires the services of an incumbent for an indefinite period but on an intermittent basis, as needed, paid on an hourly basis.

**Permanent Part-Time Position:** Any position which will require the services of an incumbent for an indefinite period but on a regularly scheduled less than full time basis.

## DEFINITIONS

---

**Permanent Position:** Any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.

**Permanent Status:** Appointment to a position which must be confirmed by successful completion of the probationary period specified for the class.

**Project Employee:** An employee who is engaged in a time limited program or service by reason of limited or restricted funding. Such positions are typically funded from outside sources but may be funded from County revenues.

**Promotion:** The change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied, except as provided for under Transfer or as otherwise provided for in this MOU, in the Personnel Management Regulations, or in specific resolutions governing deep classes.

**Position:** The assigned duties and responsibilities calling for the regular full time, part-time or intermittent employment of a person.

**Reallocation:** The act of reassigning an individual position from one class to another class at the same range of the salary schedule or to a class which is allocated to another range that is within five percent (5%) of the top step, except as otherwise provided for in the Personnel Management Regulations, deep class resolutions or other ordinances.

**Reclassification:** The act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.

**Reemployment List:** A list of persons, who have occupied positions allocated to any class in the merit system and, who have voluntarily separated and are qualified for consideration for reappointment under the Personnel Management Regulations governing reemployment.

**Resignation:** The voluntary termination of permanent service with the County.

**Temporary Employment:** Any employment in the merit system which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

**Transfer:** The change of an employee who has permanent status in a position to another position in the same class in a different department, or to another position in a class which is allocated to a range on the salary plan that is within five percent (5%) at top step as the class previously occupied by the employee.

## **SECTION 1 - COUNCIL RECOGNITION**

---

### **SECTION 1 - COUNCIL RECOGNITION**

The Council is formally recognized as the exclusive representative for the employees assigned to the Professional Engineer Unit and has been certified as such pursuant to Board Resolution 81/1165.

### **SECTION 2 - COUNCIL SECURITY**

**2.1 Dues Deduction.** Pursuant to Chapter 34-26 of Board Resolution 81/1165 only a majority representative may have dues deduction and as such the Council has the exclusive privilege of dues deduction for all members in its units.

**2.2 Agency Shop.**

- A. The Council agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of the Council.
- B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:
  - 1. Become and remain a member of the Council or;
  - 2. Pay to the Council, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Council to determine an agency shop fee which meets the above criteria; or
  - 3. Do both of the following:
    - a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
    - b. Pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.
- C. The Council shall provide the County with a copy of the Council's Hudson Procedure for the determination and protest of its agency shop fees. The County

## SECTION 2 - COUNCIL SECURITY

---

shall provide a copy of the Council's Hudson Procedure to every employee hired into a class represented by the Council after the effective date of this MOU. The Council shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Council's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.

- D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff and leave of absence with a duration of more than thirty (30) days.
- E. The Council shall provide the Director of Human Resources with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1 of each calendar year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.
- F. Compliance.
  - 1. An employee employed in or hired into a job class represented by the Council shall be provided with an "Employee Authorization for Payroll Deduction" form by the Human Resources Department.
  - 2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the Council's Hudson Procedure and the Council dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, and the employee has not timely invoked the Council's Hudson Procedure, or if invoked, the employee's Hudson Procedure rights have been exhausted, the Council may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Council.
- G. The Council shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that arise out of or by reason of this Council security section or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

## SECTION 2 - COUNCIL SECURITY

---

- H. The County Human Resources Department shall monthly furnish a list of all new hires to the Council.
- I. In the event that employees in a bargaining unit represented by the Council vote to rescind Agency Shop, the provisions of Sections 2.3 and 2.4 shall apply to dues-paying members of the Council.

**2.3 Maintenance of Membership.** All employees who are currently paying dues to the Council and all employees in that unit who hereafter become members of the Council shall as a condition of continued employment pay dues to the Council for the duration of this MOU and each year thereafter so long as the Council continues to represent the class to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.5.

**2.4 Council Dues Form.** Employees hired into classifications assigned in bargaining units cited in Section 2.3 above shall, as a condition of employment at the time of employment, complete a Council dues authorization form provided by the Council and shall have deducted from their paychecks the membership dues of the Council. Said employee shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Council. Such decision not to become a member of the Council must be made in writing to the Auditor-Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Council, any Council dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Council. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Council.

Each such dues authorization form referenced above shall include a statement that the Council and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

**2.5 Withdrawal of Membership.** By notifying the Auditor-Controller's Office in writing, between August 1 and August 31, any employee may withdraw from Council membership and discontinue paying dues as of the payroll period commencing September 1, discontinuance of dues payments to then be reflected in the October 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period the Auditor-Controller shall submit to the Council a list of the employees who have rescinded their authorization for dues deduction.

**2.6 Communicating With Employees.** The Council shall be allowed to use designated portions of bulletin boards or display areas in public portions of County

## SECTION 2 - COUNCIL SECURITY

---

buildings or in public portions of offices in which there are employees represented by the Council, provided the communications displayed have to do with official organization business such as times and places of meetings and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after notification to and discussion with the Council.

Representatives of the Council, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Labor Relations Manager; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress.

Such placement and/or distribution shall not be performed by on duty employees.

The Council shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a council officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

**2.7 Use of County Buildings.** The Council shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- a. Such space is available and its use by the Council is scheduled twenty-four (24) hours in advance;
- b. There is no additional cost to the County;
- c. It does not interfere with normal County operations;
- d. Employees in attendance are not on duty and are not scheduled for duty;
- e. The meetings are on matters within the scope of representation.

## **SECTION 2 - COUNCIL SECURITY**

---

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Council shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.8 Advance Notice.** The Council shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions designated by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions designated by the Board determine it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.9 Written Statement for New Employees.** The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Council, that the employee's classification is represented by the Council and the name of a representative of the Council. The County will provide the employee with a packet of information which has been supplied by the Council and approved by the County. The County will also provide the addresses of new employees to the Council if the employee consents in writing to the County providing this information to the Council. The County shall provide an opportunity for the Council to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.

**2.10 Distribution of Materials.** The Council may distribute materials to designated Council representatives through the County distribution channels if approved by the Human Resources Director or his designee. The decision of the Human Resources Director is final and not subject to the grievance procedure. This privilege may be revoked in the event of abuse after the Human Resources Director consults with the Council.

**2.11 Section 11 of 1977-79 MOU.** Section 11 of the 1977-1979 MOU between the County and Western Council of Engineers shall be continued for the duration of this MOU.

## **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

---

### **SECTION 3 - NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT (ADA)**

There shall be no discrimination because of race, creed, color, national origin, sexual orientation or Council activities against any employee or applicant for employment by the County or by anyone employed by the County; and to the extent prohibited by applicable State and Federal law there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position or from carrying out the duties of the position safely or in a manner that does not endanger the health of such person. There shall be no discrimination because of Union membership or legitimate union activity against any employee or applicant for employment by the County or anyone employed by the County.

The County and the Council recognize that the County has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid requirement the County contemplates actions to provide reasonable accommodation to an individual employee in compliance with the ADA which are in conflict with any provision of this MOU, the Council will be advised of such proposed accommodation. Upon request, the County will meet and confer with the Council on the impact of such accommodation. If the County and the Council do not reach agreement, the County may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the County from taking actions necessary to comply with the requirements of the ADA.

### **SECTION 4 - OFFICIAL COUNCIL REPRESENTATIVES**

**4.1 Attendance at Meetings.** Employees designated as official council representatives shall be allowed to attend meetings held by County agencies during regular working hours on County time as follows:

- a. If their attendance is required by the County at a specific meeting;
- b. If their attendance is sought by a hearing body or presentation of testimony or other reasons;
- c. If their attendance is required for meetings scheduled at reasonable times agreeable to all parties, required for settlement of grievances filed pursuant to Section 25 - Grievance Procedure of this MOU.
- d. If they are designated as a Council representative in which case they may utilize a reasonable time at each level of the proceedings to assist an employee to present a grievance, provided the meetings are scheduled at reasonable times agreeable to all parties.



## **SECTION 5 – SALARIES**

---

- e. If they are designated as spokesperson or representative of the Council and as such make representations or presentations at meetings or hearings on wages, salaries and working conditions; provided in each case advance arrangements for time away from the employee's work station or assignment are made with the appropriate Department Head, and the County agency calling the meeting is responsible for determining that the attendance of the particular employee(s) is required.

**4.2 Council Representatives.** Official representatives of the Council shall be allowed time off on County time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Labor Relations Manager or other management representatives on matters within the scope of representation, provided that the number of such representatives shall not exceed two (2) without prior approval of the Labor Relations Manager, and that advance arrangements for the time away from the work station or assignment are made with the appropriate Department Head.

## **SECTION 5 – SALARIES**

### **5.1 General Wages.**

- A.
  - 1. Effective July 1, 2014, the base rate of pay for all classifications represented by the Union will be increased by four percent (4%).
  - 2. Effective July 1, 2014, the base rate of pay for the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) will be increased by an additional eight percent (8%).
  - 3. Effective July 1, 2015, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
  - 4. Effective July 1, 2015, the base rate of pay for the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) will be increased by an additional seven percent (7%).
  - 5. Effective July 1, 2016, the base rate of pay for all classifications represented by the Union will be increased by three percent (3%).
- B. Longevity Pay. Effective July 1, 2008, employees at ten (10) years of County service shall receive a two and one-half percent (2.5%) longevity pay differential.
- C. Lump Sum Ratification Payment.
  - 1. Permanent Employees. Permanent full-time employees, including project employees, who meet the following criteria will be paid lump sum ratification

## SECTION 5 – SALARIES

---

payments of seven hundred and fifty dollars (\$750) each on August 10, 2014 and on May 10, 2015 and five hundred dollars (\$500) on July 10, 2016. Permanent part-time employees, including project employees, who meet the following criteria will be paid a prorated lump sum ratification payment. The prorated lump sum payment for permanent part-time employees will be calculated by multiplying the lump sum amount by the employee's approved position hours (for example:  $\$750 \times (20/40) = \$375$ ).

### Criteria:

- a. For the August 10, 2014 payment: The employee must be employed by the County in a classification represented by the Union on July 1, 2014. Employees in the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) are not eligible for this payment.
  - b. For the May 10, 2015 payment: The employee must be employed by the County in a classification represented by the Union on April 1, 2015. Employees in the classifications of ARP-Engineer (V4SF) and ARP-Engineer-Entry Level (VLWB) are not eligible for this payment.
  - c. For the July 10, 2016 payment: The employee must be employed by the County in a classification represented by the Union on June 1, 2016.
  - d. Permanent-intermittent, temporary and per diem employees are not eligible for the ratification payments.
2. The employee's lump sum ratification payment will be subject to the employee's required deductions, such as taxes, wage garnishments, and retirement.

**5.2 Entrance Salary.** New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the appointing authority may fill a particular position at a step above the minimum of the range.

**5.3 Anniversary Dates.** Except as may otherwise be provided for in deep class resolutions, anniversary dates will be set as follows:

- a. New Employees. The anniversary date of a new employee is the first day of the calendar month after the calendar month when the employee successfully completes six (6) months service provided however, if an employee began work on the first regularly scheduled workday of the month the anniversary date is the first day of the calendar month when the employee successfully completes six (6) months service.

## SECTION 5 – SALARIES

---

- b. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 5.2.a. above.
- c. Demotions. The anniversary of a demoted employee is the first day of the calendar month after the calendar month when the demotion was effective.
- d. Transfer, Reallocation and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reallocated or reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.
- e. Reemployments. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period.
- f. Notwithstanding other provisions of this Section 5, the anniversary of an employee who is appointed to a classified position from outside the County's merit system at a rate above the minimum salary for the employee's new class, or who is transferred from another governmental entity to this County's merit system, is one (1) year from the first year of the calendar month after the calendar month when the employee was appointed or transferred; provided, however, when the appointment or transfer is effective on the employee's first regularly scheduled work day of that month, his anniversary is one (1) year after the first calendar day of that month.

**5.4 Increments Within Range.** The performance of each employee, except those of employees already at the maximum salary step of the appropriate salary range, shall be reviewed on the anniversary date as set forth in Section 5.3 to determine whether the salary of the employee shall be advanced to the next higher step in the salary range. Advancement shall be granted on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend denial of the increment or denial subject to one additional review at some specified date before the next anniversary (which must be set at the time the original report is returned).

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time, except as otherwise provided in deep-class resolutions. In case an appointing authority recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review at some date before the next anniversary the special salary review shall not affect the regular salary review on the next anniversary date. Nothing herein shall be construed to make the granting of increments mandatory on the County. If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed

## SECTION 5 – SALARIES

---

to advance an employee to the next salary step on the first of the month when eligible, said advancement shall be made retroactive to the first of the month when eligible.

**5.5 Part-Time Compensation.** A part-time employee shall be paid a monthly salary in the same ratio to the full time monthly rate to which the employee would be entitled as a full time employee under the provisions of this Section 5 as the number of hours per week in the employee's part-time work schedule bears to the number of hours in the full time work schedule of the department.

**5.6 Compensation for Portion of Month.** Any employee who works less than any full calendar month, except when on authorized paid leave, shall receive as compensation for services an amount which is in the same ratio to the established monthly rate as the number of days worked is to the actual working days in such employee's normal work schedule for the particular month; but if the employment is intermittent, compensation shall be on an hourly basis.

**5.7 Position Reclassification.** An employee who is an incumbent of a position which is reclassified to a class which is allocated to the same range of the basic salary schedule as is the class of the position before it was reclassified, shall be paid at the same step of the range as the employee received under the previous classification.

An incumbent of a position which is reclassified to a class which is allocated to a lower range of the basic salary schedule shall continue to receive the same salary as before the reclassification, but if such salary is greater than the maximum of the range of the class to which the position has been reclassified, the salary of the incumbent shall be reduced to the maximum salary for the new classification. The salary of an incumbent of a position which is reclassified to a class which is allocated to a range of the basic salary schedule greater than the range of the class of the position before it was reclassified shall be governed by the provisions of Section 5.9 - Salary on Promotion.

**5.8 Salary Reallocation & Salary on Reallocation.**

- A. In a general salary increase or decrease, an employee in a class which is reallocated to a salary range above or below that to which it was previously allocated, when the number of steps remain the same, shall be compensated at the same step in the new salary range the employee was receiving in the range to which the class was previously allocated. If the reallocation is from one salary range with more steps to a range with fewer steps or vice versa, the employee shall be compensated at the step on the new range which is in the same percentage ratio to the top step of the new range as was the salary received before reallocation to the top step of the old range, but in no case shall any employee be compensated at less than the first step of the range to which the class is allocated.
- B. In the event that a classification is reallocated from a salary range with more steps to a salary range with fewer steps on the salary schedule, apart from the general salary increase or decrease described in 5.8.A. above, each incumbent of a position in the reallocated class shall be placed upon the step of the new

## SECTION 5 – SALARIES

---

range which equals the rate of pay received before the reallocation. In the event that the steps in the new range do not contain the same rates as the old range, each incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range, or if the new range does not contain a higher step, at the step which is next lower than the salary received in the old range.

- C. In the event an employee is in a position which is reallocated to a different class which is allocated to a salary range the same as above or below the salary range of the employee's previous class, the incumbent shall be placed at the step in the new class which equals the rate of pay received before reallocation. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the incumbent shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the incumbent shall be placed at the step which is next lower than the salary received in the old range.
- D. In the event of reallocation to a deep class, the provisions of the deep class resolution and incumbent salary allocations, if any, shall supersede Section 5.8.

**5.9 Salary on Promotion.** Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied, except as provided under Section 5.13, shall receive the salary in the new salary range which is next higher than the rate received before promotion. In the event this increase is less than five percent (5%), the employee's salary shall be adjusted to the step in the new range which is at least five percent (5%) greater than the next higher step; provided, however, that the next step shall not exceed the maximum salary for the higher class. In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in a decrease in which case the employee is appointed to the next higher step. If however, the employee is being appointed into a class allocated to a higher salary range than the class from which the employee was laid off, the salary will be calculated from the highest step the employee achieved prior to layoff, or from the employee's current step, whichever is higher.

**5.10 Salary on Appointment From a Layoff List.** In the event of the appointment of a laid off employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step which the employee had formerly attained in the higher class unless such step results in an increase of less than five percent (5%), in which case the salary shall be adjusted to the step in the new range which is five percent (5%) greater than the next higher step, if the new range permits such adjustment.

**5.11 Salary on Involuntary Demotion.** Any employee who is demoted, except as provided under Section 5.13, shall have his/her salary reduced to the monthly salary step in the range for the class of position to which he has been demoted next lower than the salary received before demotion. In the event this decrease is less than five percent

## SECTION 5 – SALARIES

---

(5%), the employee's salary shall be adjusted to the step in the new range which is five percent (5%) less than the next lower step; provided however, that the next step shall not be less than the minimum salary for the lower class.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which he/she would have achieved had he/she been continuously in the position to which he/she has been demoted, all within-range increments having been granted.

**5.12 Salary on Voluntary Demotion.** Whenever any employee voluntarily demotes to a position in a class having a salary schedule lower than that of the class from which he or she demotes, his or her salary shall remain the same if the steps in his or her new (demoted) salary range permit, and if not, new salary shall be set at the step next below former salary.

**5.13 Transfer.** An employee who is transferred from one position to another as described under "Transfer" shall be placed at the step in the salary range of the new class which equals the rate of pay received before the transfer. In the event that the steps in the range for the new class do not contain the same rates as the range for the old class, the employee shall be placed at the step of the new range which is next above the salary rate received in the old range; or if the new range does not contain a higher step, the employee shall be placed at the step which is next lower than the salary received in the old range.

Whenever a permanent employee transfers to or from a deep class, as provided in the appropriate deep class resolutions, the salary of the employee shall be set as provided in the deep class resolutions at a step not to exceed a five percent (5%) increase in the employee's base salary.

However, if the deep class transfer occurs to or from a deep class with specified levels identified for certain positions and their incumbents, the employee's salary in the new class shall be set in accordance with the section on "Salary on Promotion" if the employee is transferring to another class or to a level in a deep class for which the salary is at least five percent (5%) above the top base step of the deep class level or class in which they have status currently.

**5.14 Pay for Work in Higher Classification.** When an employee in a permanent position in the merit system is required to work in a classification for which the compensation is greater than that to which the employee is regularly assigned, the employee shall receive compensation for such work at the rate of pay established for the higher classification pursuant to Section 5.9 - Salary on Promotion of the MOU. Effective with the ratification of this MOU, pay for work in a higher classification will commence at the start of the second full day in the assignment, under the following conditions. Payment shall be made retroactive after completing the first forty (40) consecutive hours worked in the higher classification.

## SECTION 5 – SALARIES

---

- a. The employee is assigned to a program service, or activity established by the Board of Supervisors which is reflected in an authorized position which has been classified and assigned to the Salary Schedule.
- b. The nature of the departmental assignment is such that the employee in the lower classification performs a majority of the duties and responsibilities of the position of the higher classification.
- c. Employee selected for the assignment will normally be expected to meet the minimum qualifications for the higher classification.
- d. The County shall make reasonable efforts to offer out of class assignments to all interested employees on a voluntary basis. Pay for work in a higher classification shall not be utilized as a substitute for regular promotional procedures provided in this MOU.
- e. Higher pay assignments shall not exceed six (6) months except through reauthorization.
- f. If approval is granted for pay for work in a higher classification and the assignment is terminated and later re-approved for the same employee within one hundred eighty (180) days, no additional waiting period will be required.
- g. Any incentives (e.g., the education incentive) and special differentials (e.g., bilingual differential and hazardous duty differential) accruing to the employee in his/her permanent position shall continue.
- h. During the period of work for higher pay in a higher classification, an employee will retain his/her permanent classification, and anniversary and salary review dates will be determined by time in that classification; except that if the period of work for higher pay in a higher classification exceeds one year continuous employment, the employee, upon satisfactory performance in the higher classification, shall be eligible for a salary review in that class on his/her next anniversary date. Notwithstanding any other salary regulations, the salary step placement of employees appointed to the higher class immediately following termination of the assignment, shall remain unchanged.
- i. Allowable overtime pay, shift differentials and/or work location differentials will be paid on the basis of the rate of pay for the higher class.

### **5.15 Deferred Compensation Plan**

A. Special Benefit for Hires after January 1, 2010: Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

## SECTION 5 – SALARIES

---

1. The employee was first hired by Contra Costa County on or after January 1, 2010 and,
2. The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and
3. The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
4. The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
5. The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the Base Contribution Amount or the Monthly Base Contribution Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

B. Loan Provision: On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of



## SECTION 5 – SALARIES

---

- the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
  6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
  7. An employee may have only one loan at a time.
  8. Payment for the loan is made by monthly payroll deduction.
  9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
  10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
  11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

**5.16 Payment.** On the tenth (10th) day of each month, the Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due the employee for the preceding month; provided, however, that each employee (except those paid on an hourly rate) may choose to receive an advance on the employee's monthly salary, in which case the Auditor shall, on the twenty-fifth (25th) day of each month, draw his/her warrant upon the Treasurer in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less, at the employee's option, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked.

In the case of an election made pursuant to this Section 5.15 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

**5.17 Pay Warrant Errors.** If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Department, it is the policy of the Auditor-Controller's Department that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and holidays from the time the Department is made aware of and verifies that the pay warrant is in error.

## **SECTION 6 - DAYS AND HOURS OF WORK**

---

Pay errors found in employee pay shall be corrected as soon as possible as to current pay rate but that no recovery of either overpayments or underpayments to an employee shall be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision shall apply regardless of whether the error was made by the employee, the appointing authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

When the County notifies an employee of an overpayment and proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting will be held to determine a repayment schedule which will be no longer than three (3) times the length of time the overpayment occurred.

If requested by the employee, a Union representative may be present at a meeting with management to discuss a repayment schedule in the case of overpayments to the employee.

## **SECTION 6 - DAYS AND HOURS OF WORK**

### **6.1 Definitions**

- a. Regular Work Schedule: A regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.
- b. Alternate Work Schedule: An alternate work schedule is any work schedule where an employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled two (2) days off are NOT Saturday and Sunday.
- c. Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in the "workweek" as defined in Subsections F. and H., below.
- d. 4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.
- e. 9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty-six (36) hours in one calendar week and forty-four (44) hours in the next calendar week, but only forty (40) hours in the designated workweek. In the thirty-six (36) hour calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty-four (44) hour calendar week. In the forty-four (44) hour calendar week, the employee works four (4) nine (9) hour days and one (1) eight (8) hour day.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

---

- f. Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Work Schedules: For employees on regular, alternate, and 4/10 work schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.
- g. Workweek for Employees on a 9/80 Work Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour workday. The end time of the workweek is four (4) hours after the eight (8) hour workday start time. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods (168 hours).
- h. Workweek for Twenty-Four Hour (24) Facility Employees: For employees who work in a twenty-four (24) hour facility in the **Health Services Department** and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

**6.2 Time Reporting/Time Stamping.** Permanent Intermittent and any other hourly employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods. Salaried employees will report time off and time worked for special pays on the electronic timecard.

**6.3 Automated Timekeeping Implementation.** The Union agrees to the implementation of an Automated Timekeeping System.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

### **7.1 Overtime**

- A. Permanent full-time and part-time employees are eligible to receive overtime pay or overtime compensatory time off for any authorized work performed:

- 1) in excess of forty (40) hours per week; or

- 2) in excess of eight (8) hours per day and that exceed the employee's daily number of scheduled hours. For example, an employee who is scheduled to work ten (10) hours per day and who works eleven (11) hours on a particular day would be entitled to one (1) hour of overtime.

Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1-1/2) times the employee's base rate of pay (not including shift and any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base rate of pay, not on the overtime rate of pay.

## **SECTION 7 - OVERTIME & COMPENSATORY TIME**

---

Overtime for permanent employees is earned and credited in a minimum of one-half (1/2) hour increments and is compensated by either pay or compensatory time off.

B. Permanent Intermittent employees are eligible to receive overtime pay for any authorized work performed in excess of forty (40) hours per week or in excess of eight (8) hours per day. Work performed does not include non-worked hours. Overtime pay is compensated at the rate of one and one-half (1.5) times the employee's hourly base rate of pay (not including shift or any other special differentials). Any special differentials that are applicable during overtime hours worked will be computed on the employee's base hourly rate of pay, not on the overtime rate of pay.

**7.2 Straight Time Pay.** Permanent full-time and part-time employees are eligible to receive straight time pay or straight time compensatory time off for hours worked in excess of the employee's daily number of scheduled hours that do not qualify for overtime pay as described in section 7.1, above. For example, if an employee is scheduled to work from 8:00 a.m. to 5:00 p.m., but uses accruals for 8:00 a.m. to 10:00 a.m. and works from 10:00 a.m. to 7:00 p.m., he/she would be entitled to two hours of straight time pay for the 5:00 p.m. to 7:00 p.m. hours worked. Straight time pay is calculated at the rate of one (1.0) times the employee's base rate of pay (not including differentials or shift pays).

**7.3 Overtime And Straight Time Compensatory Time.** The following provisions shall apply:

- a. Employees may annually elect to accrue overtime compensatory time off and straight time compensatory time off (hereinafter collectively referred to as "compensatory time off") in lieu of overtime pay and straight time pay. Employees shall make a choice, which will remain in effect for a period of one fiscal year July 1 - June 30. The employee must notify their department payroll staff of any change in the election by May 31 of each year.
- b. The names of those employees electing to accrue compensatory time off shall be placed on a list maintained by the department. Employees who become eligible (i.e., newly hired employees, employees promoting, demoting, etc.) for compensatory time off in accordance with these guidelines, after the list has been compiled, will be paid for authorized overtime and straight time hours worked until the preparation of the next annual list.
- c. Overtime compensatory time off will be accrued at the rate of one and one-half (1-1/2) times the actual authorized overtime hours worked by the employee. Straight time compensatory time off will be accrued at the rate of one (1.0) times the actual authorized straight time hours worked by the employee. Compensatory time off will be taken in increments of one (1) minute.

## SECTION 7 - OVERTIME & COMPENSATORY TIME

---

- d. Employees may not accrue a compensatory time off balance that exceeds one hundred twenty (120) hours. Once a one hundred twenty (120) hour balance has been attained, authorized straight time and overtime hours will be paid at the applicable straight time or overtime rate. If the employee's balance falls below one hundred twenty (120) hours, the employee shall again accrue compensatory time off for authorized straight time and overtime hours worked until the employee's balance again reaches one hundred twenty (120) hours.
- e. Accrued compensatory time off shall be carried over for use in the next fiscal year; however, as provided in d. above, accrued compensatory time off balances may not exceed one hundred twenty (120) hours.
- f. The use of accrued compensatory time off shall be by mutual agreement between the Department Head or his designee and the employee. Compensatory time off shall not be taken when the employee should be replaced by another employee who would be eligible to receive, for time worked, either overtime payment or compensatory time accruals as provided for in this Section. This provision may be waived at the discretion of the Department Head or his or her designee.
- g. When an employee promotes, demotes or transfers from one classification eligible for compensatory time off to another classification eligible for compensatory time off within the same department, the employee's accrued compensatory time off balance will be carried forward with the employee.
- h. Compensatory time accrual balances will be paid off when an employee moves from one department to another through promotion, demotion or transfer. Said payoff will be made in accordance with the provisions and salary of the class from which the employee is promoting, demoting or transferring as set forth in i. below.
- i. Since employees accrue overtime compensatory time off at the rate of one and one-half (1-1/2) hours for each hour of authorized overtime worked, accrued overtime compensatory time balances will be paid off at the straight time rate for the employee's current salary whenever:
  - 1. the employee changes status and is no longer eligible for compensatory time off;
  - 2. the employee promotes, demotes or transfers to another department;
  - 3. the employee separates from County service;
  - 4. the employee retires.
- j. The Office of the County Auditor-Controller will establish timekeeping procedures to administer this Section.

## **SECTION 8 - CALL-BACK TIME**

---

**7.4 Fair Labor Standards Act Provisions.** The Fair Labor Standards Act as amended, may govern certain terms and conditions of the employment of employees covered by this MOU. It is anticipated that compliance with the Act may require changes in some of the County policies and practices currently in effect or agreed upon. It is determined by the County that certain working conditions, including but not limited to work schedules, hours of work, method of computing overtime, overtime pay, and compensatory time off entitlements or use, must be changed to conform with the Fair Labor Standards Act, such terms and conditions of employment shall not be controlled by this MOU but shall be subject to modification by the County to conform to the Federal Law without further meeting and conferring. The County shall notify the Union (employee organizations) and will meet and confer with said organization regarding the implementation of such modifications.

### **SECTION 8 - CALL-BACK TIME**

A permanent full time and permanent part time employee who is called back to duty will receive pay for Call Back Time. Call Back Time occurs when an employee is not scheduled to work and is not on County premises, but is called back to work on County premises or for a County work assignment. An employee called back to work is entitled to receive Call Back Time Pay at the rate of one and one-half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time worked plus one (1) hour. An employee called back to work will be paid a minimum of two (2) hours for each Call Back Time event.

### **SECTION 9 - ON-CALL DUTY**

A permanent full-time or part-time employee assigned to On-Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated as on-call duty. If an employee's on-call duty hours are not in increments of four (4) hours, the on-call duty hours will be pro-rated. For example, if the employee is assigned to on-call duty for six (6) hours, the employee would receive one and one-half (1.5) hours of straight time pay for the six (6) hours of designated on-call duty ( $6 \text{ hours} \div 4 \text{ hours} = 1.5 \text{ hrs.}$ ). If an employee is called back to work while assigned to on-call duty, the employee will be paid for the total assigned on-call duty hours regardless of when the employee returns to work. An employee is considered assigned to on-call duty if all of the following criteria are met:

1. A permanent full-time or part-time employee is not scheduled to work on County premises or on a County work assignment, but is required to report to work immediately if called. The employee must provide his/her supervisor with current contact information so that the supervisor can reach the employee with ten (10) minutes or less notice.
2. The Department Head designates and approves those permanent full-time or part-time employees who will be assigned to on-call duty.

## **SECTION 10 - SHIFT DIFFERENTIAL**

---

### **SECTION 10 - SHIFT DIFFERENTIAL**

#### **A. Permanent Full Time and Permanent Part Time Employees:**

1. Permanent full time and permanent part time employees will receive a shift differential of five percent (5%) for the employee's entire scheduled shift when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.
3. Employees who commence a vacation, paid sick leave period, paid disability or other paid leave immediately after working a shift that qualifies for the shift differential, will have the shift differential included in computing the pay for their time on paid leave. Employees on a rotating shift schedule who commence a vacation, paid sick leave, paid disability, or other paid leave will be paid the shift differential that they would have received had the employees worked the scheduled shift during the period of paid leave. Shift differential shall only be paid during paid sick leave and paid disability leave as provided above for the first thirty (30) calendar days of each absence.

#### **B. Permanent-Intermittent Employees:**

1. Permanent-intermittent employees will receive a shift differential of five percent (5%) for a maximum of eight (8) hours per work day and/or forty (40) hours per workweek when the employee works four (4) or more hours between 5:00p.m. and 9:00a.m.
2. In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00 a.m. or 11:00 a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of eight (8) hours in a workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT**

**11.1 Workforce Reduction.** In the event that funding reductions or shortfalls in funding occur in a department or are expected, which may result in layoffs, the department will notify the union and take the following actions:

## **SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT**

---

- a. Identify the classification(s) in which position reductions may be required due to funding reductions or shortfalls.
- b. Advise employees in those classifications that position reductions may occur in their classifications.
- c. Accept voluntary leaves of absence from employees in those classifications which do not appear to be potentially impacted by possible position reductions when such leaves can be accommodated by the department.
- d. Consider employee requests to reduce their position hours from full time to part time to alleviate the impact of the potential layoffs.
- e. Approve requests for reduction in hours, lateral transfers, and voluntary demotions to vacant, funded positions in classes not scheduled for layoffs within the department, as well as to other departments not experiencing funding reductions or shortfalls when it is a viable operational alternative for the department(s).
- f. Review various alternatives which will help mitigate the impact of the layoff by working through the Tactical Employment Team (TET) program to:
  1. Maintain an employee skills inventory bank to be used as a basis for referrals to other employment opportunities.
  2. Determine if there are other positions to which employees may be transferred.
  3. Refer interested persons to vacancies which occur in other job classes for which they qualify and can use their layoff eligibility.
  4. Establish workshops to aid laid off employees in areas such as resume preparation, alternate career counseling, job search strategy, and interviewing skills.
- g. When it appears to the Department Head and/or Labor Relations Manager that the Board of Supervisors may take action which will result in the layoff of employees in a representation unit, the Labor Relations Manager shall notify the Council of the possibility of such layoffs and shall meet and confer with the Council regarding the implementation of the action.

### **11.2 Separation Through Layoff**

- A. Grounds for Layoff. Any employee(s) having permanent status in position(s) in the merit service may be laid off when the position is no longer necessary, or for



## SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

---

reasons of economy, lack of work, lack of funds or for such other reason(s) as the Board of Supervisors deems sufficient for abolishing the position(s).

- B. Order of Layoff. The order of layoff in a department shall be based on inverse seniority in the class of positions, the employee in that department with least seniority being laid off first and so on.
- C. Layoff By Displacement.
1. In the Same Class. A laid off permanent full time employee may displace an employee in the department having less seniority in the same class who occupies a permanent-intermittent or permanent part-time position, the least senior employee being displaced first.
  2. In the Same Level or Lower Class. A laid off or displaced employee who had achieved permanent status in a class at the same or lower salary level as determined by the salary schedule in effect at the time of layoff may displace within the department and in the class of an employee having less seniority; the least senior employee being displaced first, and so on with senior displaced employees displacing junior employees.
- D. Particular Rules on Displacing.
1. Permanent-intermittent and permanent part-time employees may displace only employees holding permanent positions of the same type respectively.
  2. A permanent full time employee may displace any intermittent or part-time employee with less seniority 1) in the same class or, 2) in a class of the same or lower salary level if no full time employee in a class at the same or lower salary level has less seniority than the displacing employees.
  3. Former permanent full time employees who have voluntarily become permanent part-time employees for the purpose of reducing the impact of a proposed layoff with the written approval of the Director of Human Resources or designee retain their permanent full time employee seniority rights for layoff purposes only and may in a later layoff displace a full time employee with less seniority as provided in these rules.
- E. Seniority. An employee's seniority within a class for layoff and displacement purposes shall be determined by adding the employee's length of service in the particular class in question to the employee's length of service in other classes at the same or higher salary levels as determined by the salary schedule in effect at the time of layoff. Employees reallocated or transferred without examination from one class to another class having a salary within five percent (5%) of the former class, as provided in Section 305.2, shall carry the seniority accrued in the former class into the new class. Employees reallocated to a new deep class upon its

## SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

---

initiation or otherwise reallocated to a deep class because the duties of the position occupied are appropriately described in the deep class shall carry into the deep class the seniority accrued or carried forward in the former class and seniority accrued in other classes which have been included in the deep class. Service for layoff and displacement purposes includes only the employee's last continuous permanent County employment. Periods of separation may not be bridged to extend such service unless the separation is a result of layoff in which case bridging will be authorized if the employee is reemployed in a permanent position within the period of layoff eligibility. Approved leaves of absence as provided for in these rules and regulations shall not constitute a period of separation. In the event of ties in seniority rights in the particular class in question, such ties shall be broken by length of last continuous permanent County employment. If there remain ties in seniority rights, such ties shall be broken by counting total time in the department in permanent employment. Any remaining ties shall be broken by random selection among the employees involved.

- F. Eligibility for Layoff List. Whenever any person who has permanent status is laid off, has been displaced, has been demoted by displacement or has voluntarily demoted in lieu of layoff or displacement, or has transferred in lieu of layoff or displacement, the person's name shall be placed on the layoff list for the class of positions from which that person has been removed.
- G. Order of Names on Layoff. First, layoff lists shall contain the names of persons laid off, displaced, or demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement or who have transferred in lieu of layoff or displacement. Names shall be listed in order of layoff seniority in the class from which laid off, displaced, demoted or transferred on the date of layoff, the most senior person listed first. In case of ties in seniority, the seniority rules shall apply except that where there is a class seniority tie between persons laid off from different departments, the tie(s) shall be broken by length of last continuous permanent County employment with remaining ties broken by random selection among the employees involved.
- H. Duration of Layoff and Reemployment Rights. The name of any person granted reemployment privileges shall continue on the appropriate list for a period of two (2) years. Persons placed on layoff lists shall continue on the appropriate list for a period of two (2) years.
- I. Certification of Persons From Layoff Lists. Layoff lists contain the name(s) of person(s) laid off, displaced or demoted by displacement or voluntarily demoted in lieu of layoff or displacement or transferred in lieu of layoff or displacement. When a request for personnel is received from the appointing authority of a department from which an eligible(s) was laid off, the appointing authority shall receive and appoint the eligible highest on the layoff list from the department. When a request for personnel is received from a department from which an eligible(s) was not laid off, the appointing authority shall receive and appoint the

## SECTION 11 - SENIORITY, WORKFORCE REDUCTION, LAYOFF & REASSIGNMENT

---

eligible highest on the layoff list who shall be subject to a probationary period. A person employed from a layoff list shall be appointed at the same step of the salary range the employee held on the day of layoff.

J. Removal of Names from Reemployment & Layoff Lists. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff list for any reason listed below:

1. For any cause stipulated in Section 404.1 of the Personnel Management Regulations.
2. On evidence that the eligible cannot be located by postal authorities.
3. On receipt of a statement from the appointing authority or eligible that the eligible declines certification or indicates no further desire for appointment in the class.
4. If three (3) offers of permanent appointment to the class for which the eligible list was established have been declined by the eligible. A single offer is defined as an offer of all the permanent positions that are available at that time. A rejection of all of those offered positions constitutes a single declination.
5. If the eligible fails to respond to the Director of Human Resources or the appointing authority within ten (10) days to written notice of certification mailed to the person's last known address.
6. If the person on the reemployment or layoff list is appointed to another position in the same or lower classification, the name of the person shall be removed.
7. However, if the first permanent appointment of a person on a layoff list is to a lower class which has a top step salary lower than the top step of the class from which the person was laid off, the name of the person shall not be removed from the layoff list.

K. Removal of Names from Reemployment and Layoff Certifications. The Director of Human Resources may remove the name of any eligible from a reemployment or layoff certification if the eligible fails to respond within five (5) days to a written notice of certification mailed to the person's last known address.

**11.3 Notice.** The County will give employees scheduled for layoff at least ten (10) work days notice prior to their last day of employment.

**11.4 Special Employment Lists.** The County will establish a Tactical Employment Team (TET) employment pool which will include the names of all laid off County employees. The names of employees who remain County employees but who have

## **SECTION 12 - HOLIDAYS**

---

been displaced or who have demoted as a result of a layoff or displacement, or who have voluntarily demoted or transferred in lieu of layoff or displacement will also be included in the TET employment pool. Special employment lists for job classes may be established from the pool. Persons placed on a special employment list must meet the minimum qualifications for the class. An appointment from such a list will not affect the individual's status on a layoff list(s). The name of any person included in the TET employment pool shall continue to be in the pool for a period of four (4) years, unless the employee's name is removed from the layoff list, which will cause the employee's name to be removed from the TET pool as well.

Employees in the TET employment pool shall be guaranteed a job interview for any vacant funded position for which they meet the minimum qualifications. If there are more than five such employees who express an interest for one vacant funded position, the five most senior employees shall be interviewed. Seniority for this subsection shall be County seniority.

**11.5 Reassignment of Laid Off Employees.** Employees who displaced within the same classification from full time to part-time or intermittent status in a layoff, or who voluntarily reduced their work hours to reduce the impact of layoff, or who accepted a position of another status than that from which they were laid off upon referral from the layoff list, may request reassignment back to their pre-layoff status (full time or part-time or increased hours). The request must be in writing in accord with each department's reassignment bid or selection process. Employees will be advised of the reassignment procedure to be followed to obtain reassignment back to their former status at the time of the workforce reduction. The most senior laid off employee in this status who requests such a reassignment will be selected for the vacancy; except when a more senior laid off individual remains on the layoff list and has not been appointed back to the class from which laid off, a referral from the layoff list will be made to fill the vacancy.

## **SECTION 12 - HOLIDAYS**

**12.1 Holidays and Personal Holiday Credit.** The County will observe the following holidays:

- A. January 1st, known as New Year's Day
- Third Monday in January known as Dr. Martin Luther King, Jr. Day
- Third Monday in February, known as Presidents Day
- The last Monday in May, known as Memorial Day
- July 4th known as Independence Day
- First Monday in September, known as Labor Day
- November 11th, known as Veterans Day
- Fourth Thursday in November, known as Thanksgiving Day
- The Friday after Thanksgiving Day
- December 25th, known as Christmas Day

## SECTION 12 - HOLIDAYS

---

Such other days as the Board of Supervisors may by resolution designate as holidays. Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday, and any holiday that falls on a Sunday is observed on the following Monday.

- B. Each full-time employee shall accrue four (4) hours of personal holiday credit per month. Such personal holiday time may be taken in one (1) minute increments, and preference of personal holidays shall be given to employees according to their seniority in their department as reasonably as possible. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, an employee will be paid for any unused personal holiday credits at the employee's then current pay rate.

### 12.2 Holiday is Observed (NOT WORKED)

A. Full-Time Employees:

1. Holidays Observed – Full-Time Employees: Full-time employees on regular, 4/10, 9/80, flexible, and alternate work schedules are entitled to observe a holiday (eight (8) hours off), without a reduction in pay, whenever a holiday is observed by the County.

2. Holidays Observed on Regular Day Off of Full Time Employees on 4/10, 9/80, Flexible, and Alternative Work Schedule: When a holiday is observed by the County on the regularly scheduled day off of an employee who is on a 4/10, 9/80, flexible, or alternate work schedule, the employee is entitled to take eight (8) hours off, without reduction in pay, in recognition of the holiday. The employee is also entitled to receive eight (8) hours of flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time in recognition of his/her regularly scheduled day off.

3. Holiday Observed – Full Time Employees Scheduled in Excess of Eight (8) Hours: When a holiday falls on an employee's regularly scheduled workday, the employee is entitled to only eight (8) hours off without a reduction in pay. If the workday is a nine (9) hour day, the employee must use one (1) hour of non-sick leave accruals. If the workday is a ten (10) hour day, the employee must use two (2) hours of non-sick leave accruals. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed – Full Time Employees Scheduled for Less Than Eight (8) Hours: When a full time employee is scheduled to work less than eight (8) hours on a holiday and the employee observes the holiday, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for the difference between eight (8) hours and the hours the employee was schedule to work on the holiday.

## SECTION 12 - HOLIDAYS

---

### B. Part Time Employees:

1. Holidays Observed – Part-Time Employees. When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours, multiplied by eight (8) hours, without a reduction in pay. For example, a part time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday ( $24/40 \times 8 = 4.8$ ). Hereafter, the number of hours produced by this calculation will be referred to as the “part time employee’s holiday hours.”

2. Holiday Observed on Regular Day Off of Part Time Employees: When a holiday is observed by the County on the regularly scheduled day off of a part time employee, the part time employee is entitled to observe the holiday in the amount of the “part time employee’s holiday hours,” without a reduction in pay, in recognition of the holiday. The employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) flexible or compensatory time, in the amount of the “part time employee’s holiday hours” in recognition of his/her scheduled day off.

3. Holiday Observed – Part Time Employees Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours”: When the number of hours in a part time employee’s scheduled work day that falls on a holiday is more than the employee’s “part time employee’s holiday hours”, the employee must use non-sick leave accruals for the difference between the employee’s scheduled work hours and the employee’s “part time employee’s holiday hours.” If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

4. Holiday Observed – Part Time Employees Scheduled to Work Less Than “Part Time Employee’s Holiday Hours”: When the number of hours in a part time employee’s scheduled work day that fall on a holiday is less than the employee’s “part time employee’s holiday hours”, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her rate of pay (not including differentials) for the difference between the employee’s scheduled work hours and the employee’s “part time employee’s holiday hours.”

### 12.3 Holiday is WORKED.

#### A. Full Time Employees:

1. Holiday Falls on Regularly Scheduled Work of Full Time Employees on Regular, 4/10, 9/80, Flexible, and Alternate Work Schedules: When a full time employee works on a holiday that falls on the employee’s regularly scheduled work day, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensation time at the same rate, for all hours worked up to a maximum of

## SECTION 12 - HOLIDAYS

---

eight (8) hours. This provision applies to the regular, 4/10, 9/80, flexible, and alternate work schedules.

2. Holiday Worked - Full Time Employee Scheduled less than Eight (8) hours on Regularly Scheduled Work Day: When a full time employee is scheduled to work less than eight (8) hours on a holiday (hereafter referred to as “full time employee short shift”), and the employee works that full time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between eight (8) hours and the employee’s scheduled full time employee short shift hours.

3. Holiday Falls on Regularly Scheduled Day Off of Full-Time Employees on 4/10, 9/80, Flexible, and Alternate Work Schedules. When a full-time employee works on a holiday that falls on the employee’s regularly scheduled day off, the employee is entitled to receive his/her regular salary. The employee is also entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensation time at the same rate for all hours worked on the holiday. The employee is also entitled to receive eight (8) hours of flexible compensatory time or pay, at the rate of 1.0 times his/her base rate of pay, in recognition of his/her scheduled day off. This provision only applies to employees on 4/10, 9/80, flexible, and alternate work schedules.

### B. Part Time Employees.

1. Holiday Falls on Regularly Scheduled Work Day: When a part time employee works on a holiday that falls on the employee’s scheduled work day, the part time employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or holiday compensatory time for all hours worked on the holiday, up to a maximum of the “part time employee’s holiday hours.”

2. Holiday Worked - Part Time Employee Scheduled for Less than “Part Time Employee’s Holiday Hours” on Regularly Scheduled Work Day: When a part time employee is scheduled to work less than the employee’s “part time employee’s holiday hours” on a holiday (hereafter referred to as “part time employee short shift”), and the employee works that part time employee short shift, the employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the “part time employee’s holiday hours” and the part time employee short shift hours.

3. Holiday Worked - Part Time Employee Scheduled to Work in Excess of “Part Time Employee’s Holiday Hours” on Regularly Scheduled Work Day: When a part time employee is scheduled to work more than his/her “part time employee’s holiday hours” on a holiday (hereafter referred to

## SECTION 12 - HOLIDAYS

---

as “part time employee long shift”), and the employee works more than the part time employee long shift hours, the employee is entitled to receive straight time pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or compensatory time up to eight (8) hours. When a part-time employee works more than his/her part time employee long shift hours and beyond eight (8) hours, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond the part time employee long shift hours that exceed eight (8) hours.

4. Holiday Falls on Regularly Scheduled Day Off of Part Time Employee: When a part time employee works on a holiday that falls on the employee’s regularly scheduled day off, the employee is entitled to receive his/her regular salary. The part time employee is also entitled to receive overtime pay at the rate of one and one half (1.5) his/her base rate of pay (not including differentials) or compensatory time for all hours worked on the holiday, up to a maximum of the amount the “part time employee’s holiday hours.”
5. Holiday Worked- Regularly Scheduled Day Off in Excess of “Part Time Employee’s Holiday Hours”: If a part time employee works more than the “part time employee’s holiday hours,” the part time employee is also entitled to receive compensatory time or straight time pay at the rate of 1.0 times his/her base rate of pay (not including differentials) for all hours worked up to a maximum of eight (8) hours. If a part time employee works more than eight (8) hours on the holiday, the part time employee is entitled to receive overtime pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) or compensatory time for all hours worked beyond eight (8) hours. The part time employee is also entitled to receive flexible pay at the rate of 1.0 times his/her base rate of pay (not including differentials) multiplied by the amount of the “part time employee’s holiday hours” or flexible compensatory time in recognition of his/her scheduled day off.
6. Holiday Worked- Regularly Scheduled Day Off Less Than “Part Time Employee’s Holiday Hours”: If a part-time employee works a part time employee short shift on his/her regularly scheduled day off, the employee is also entitled to receive flexible pay at the rate of 1.0 time his/her base rate of pay (not including differentials) or flexible compensatory time for the difference between the part time employee’s short shift hours and the “part time employee’s holiday hours.”



## **SECTION 13 - VACATION LEAVE**

---

### **12.4 Holiday and Compensatory Time Provisions.**

- A. **Maximum Accruals of Holiday Compensatory Time.** Holiday compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive holiday pay at the rate of one and one half (1.5) times his/her base rate of pay. Holiday compensatory time may be taken at those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- B. **Pay Off of Holiday Compensatory Time.** Holiday compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer, assignment, promotion, or demotion into a position that is not eligible for holiday compensatory time.
- C. **Maximum Accruals of Flexible Compensatory Time.** Flexible compensatory time may not be accumulated in excess of two hundred eighty-eight (288) hours. After two hundred eighty-eight (288) hours are accrued by an employee, the employee will receive flexible pay at the rate of 1.0 times his/her base rate of pay. Flexible compensatory time may be taken on those dates and times determined by mutual agreement of the employee and the Department Head or designee.
- D. **Pay Off of Flexible Compensatory Time.** Flexible compensatory time will be paid off only upon a change in status. A change in status includes separation, transfer to another department, reassignment to a permanent-intermittent position, or transfer assignment, promotion, or demotion into a position that is not eligible for flexible compensatory time.
- E. Employees who elect to receive flexible compensatory time or holiday compensatory time credit must agree for a full fiscal year (July 1 through June 30). The employee must notify their departmental payroll staff of any change in the election by May 31 of each year.

**12.5 Permanent-Intermittent Employees:** Permanent-Intermittent employees who work on a holiday are entitled to receive overtime pay at the rate of one and one half (1.5) time his/her base rate of pay (not including differentials) for a maximum of eight (8) hours worked on the holiday.

## **SECTION 13 - VACATION LEAVE**

**13.1 Vacation Allowance.** Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position. Increased accruals begin on the first of the month following the month in which the employee qualifies. Accrual for portions of a month shall be in minimum amounts of one (1) hour

## SECTION 13 - VACATION LEAVE

---

calculated on the same basis as for partial month compensation pursuant to Section 5.6 – Compensation for Portion of Month of this MOU. Vacation credits may not be taken during the first six (6) calendar months of employment (not necessarily synonymous with probationary status) except where sick leave is exhausted; and none shall be allowed in excess of actual accrual at the time vacation is taken. Vacation may be taken in increments of one (1) minute.

**13.2 Vacation Accrual Rates.** The rates at which vacation credits accrue and the maximum accumulation thereof are as follows:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Maximum Cumulative Hours</u>
Under 11 years	10	240
11 years	10-2/3	256
12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

Employees in permanent part-time and permanent-intermittent positions shall accrue vacation benefits on a pro rata basis as provided in Section 36-1.006 of Board Resolution 81/1165.

**A. Vacation Accrual Increases for Employees Hired on and before June 30, 2009:**

**Employees with a first of the month Service Award Date:** Each employee with a Service Award Date that is on the first day of a month is eligible to accrue increased vacation hours on his/her Service Award Date.

**Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reaches 20 years of service on January 1, 2008.
3. January 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's February 10, 2008 pay warrant.

**Employees NOT with a first of the month Service Award Date:** Each employee whose Service Award Date is NOT on the first day of a month is eligible to accrue

## **SECTION 13 - VACATION LEAVE**

---

increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will first appear on the employee's April 10, 2007 pay warrant.

### **B. Vacation Accrual Increases for Employees Hired on and after July 1, 2009:**

Each employee hired on and after July 1, 2009 is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

### **Example One:**

1. The employee's Service Award Date is January 1, 1988.
2. The employee reached 20 years of service on January 1, 2008.
3. February 1, 2008 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's March 10, 2008, pay warrant.

### **Example Two:**

1. An employee's Service Award Date is February 24, 1987.
2. The employee reached 20 years of service on February 24, 2007.
3. March 1, 2007 is the date on which the employee is eligible to begin accruing 16.66 hours of vacation time each month.
4. The increased vacation hours will appear on the employee's April 10, 2007, pay warrant.

- C. Service Award Date Defined:** An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award

## **SECTION 14 - SICK LEAVE**

---

Date for that employee is the date of the first day of the temporary or provisional appointment.

**13.3 Bridging of Service.** Employees who are rehired and have their service bridged in accordance with the provisions of this MOU shall have their prior service time count toward longevity accrual.

**13.4 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

**13.5 Vacation Allowance for Separated Employees.** On separation from County service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

**13.6 Preference.** Preference of vacation shall be given to employees according to their seniority in their department as reasonably as possible unless otherwise provided in the supplemental sections of this Agreement.

**13.7 Vacation Leave on Reemployment from a Layoff List.** Employees with six (6) months or more service in a permanent position prior to their layoff, who are employed from a layoff list, shall be considered as having completed six months tenure in a permanent position for the purpose of vacation leave. The appointing authority or designee will advise the Auditor-Controller's Payroll Unit in each case where such vacation is authorized so that appropriate Payroll system override actions can be taken.

## **SECTION 14 - SICK LEAVE**

**14.1 Purpose of Sick Leave.** The primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. It is a benefit extended by the County and may be used only as authorized; it is not paid time off which employees may use for personal activities.

**14.2 Credits To and Charges Against Sick Leave.** Sick leave credits accrue at the rate of eight (8) working hours credit for each completed month of service, as prescribed by County Salary Regulations. Employees who work a portion of a month are entitled to a pro rata share of the monthly sick leave credit computed on the same basis as is partial month compensation.

Credits to and charges against sick leave are made in minimum amounts of one (1) minute increments.

Unused sick leave credits accumulate from year to year.

When an employee is separated other than through retirement, accumulated sick leave credits shall be canceled, unless the separation results from layoff, in which case the

## SECTION 14 - SICK LEAVE

---

accumulated credits shall be restored if reemployed in a permanent position within the period of lay off eligibility.

As of the date of retirement, an employee's accumulated sick leave is converted to retirement on the basis of one day of retirement service credit for each day of accumulated sick leave credit.

**14.3 Policies Governing the Use of Paid Sick Leave.** As indicated above, the primary purpose of paid sick leave is to ensure employees against loss of pay for temporary absences from work due to illness or injury. The following definitions apply:

Immediate Family: Includes only the spouse, son, stepson, daughter, stepdaughter, father, stepfather, mother, stepmother, brother, sister, grandparent, grandchild, niece, nephew, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster children, aunt, uncle, cousin, stepbrother, stepsister, or domestic partner of an employee and/or includes any other person for whom the employee is the legal guardian or conservator, or any person who is claimed as a "dependent" for IRS reporting purposes by the employee.

Employee: Any person employed by Contra Costa County in an allocated position in the County service.

Paid Sick Leave Credits: Sick leave credits provided for by County Salary Regulations and memoranda of understanding.

Condition/Reason: With respect to necessary verbal contacts and confirmations which occur between the department and the employee when sick leave is requested or verified, a brief statement in non-technical terms from the employee regarding inability to work due to injury or illness is sufficient.

Accumulated paid sick leave credits may be used, subject to appointing authority approval, by an employee in pay status, but only in the following instances:

- a. Temporary Illness or Injury of an Employee. Paid sick leave credits may be used when the employee is off work because of a temporary illness or injury.
- b. Permanent Disability Sick Leave. Permanent disability means the employee suffers from a disabling physical injury or illness and is thereby prevented from engaging in any County occupation for which the employee is qualified by reason of education, training or experience. Sick leave may be used by permanently disabled employees until all accruals of the employee have been exhausted or until the employee is retired by the Retirement Board, subject to the following conditions:
  1. An application for retirement due to disability has been filed with the Retirement Board.

## SECTION 14 - SICK LEAVE

---

2. Satisfactory medical evidence of such disability is received by the appointing authority within thirty (30) days of the start of use of sick leave for permanent disability.
  3. The appointing authority may review medical evidence and order further examination as deemed necessary, and may terminate use of sick leave when such further examination demonstrates that the employee is not disabled, or when the appointing authority determines that the medical evidence submitted by the employee is insufficient, or where the above conditions have not been met.
- c. Communicable Disease. An employee may use paid sick leave credits when under a physician's order to remain secluded due to exposure to a communicable disease.
- d. Sick Leave Utilization for Pregnancy Disability. Employees whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth, or recovery therefrom, shall be allowed to utilize sick leave credit to the maximum accrued by such employee during the period of such disability under the conditions set forth below:
1. Application for such leave must be made by the employee to the appointing authority accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate.
  2. If an employee does not apply for leave and the appointing authority believes that the employee is not able to properly perform her work or that her general health is impaired due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth or recovery therefrom the employee shall be required to undergo a physical examination by a physician selected by the County. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
  3. Except as set forth in Section 14.3 h. Baby/Child Bonding, sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the County with a written statement from her attending physician stating that her disability continues and the projected dates of the employee's recovery from such disability.
- e. Medical & Dental Appointments. An employee may use paid sick leave credits:
1. For working time used in keeping medical and dental appointments for the employee's own care; and

## SECTION 14 - SICK LEAVE

---

2. For working time used by an employee for pre-scheduled medical and dental appointments for an immediate family member.
- f. Emergency Care of Family. An employee may use paid sick leave credits for working time used in cases of illness or injury to an immediate family member.
- g. Death of Family Member. An employee may use paid sick leave credits for working time used because of a death in the employee's immediate family or of the employee's domestic partner, but this shall not exceed three (3) working days, plus up to two (2) days of work time for necessary travel. Use of additional accruals including sick leave when appropriate may be authorized in conjunction with the bereavement leave at the discretion of the appointing authority.
- h. Baby/Child Bonding. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.
- i. Accumulated paid sick leave credits may not be used in the following situations:
  1. Vacation. Paid sick leave credits may not be used for an employee's illness or injury which occurs while he is on vacation but the County Administrator may authorize it when extenuating circumstances exist and the appointing authority approves.
  2. Not in Pay Status. Paid sick leave credits may not be used when the employee would otherwise be eligible to use paid sick leave credits but is not in pay status.

**14.4 Administration of Sick Leave.** The proper administration of sick leave is a responsibility of the employee and the department head. The following procedures apply:

- a. Employee Responsibilities.
  1. Employees are responsible for notifying their department of an absence prior to the commencement of their work shift or as soon thereafter as possible. Notification shall include the reason and possible duration of the absence.
  2. Employees are responsible for keeping their department informed on a continuing basis of their condition and probable date of return to work.
  3. Employees are responsible for obtaining advance approval from their supervisor for the scheduled time of pre-arranged personal or family medical and dental appointment.

## SECTION 14 - SICK LEAVE

---

4. Employees are encouraged to keep the department advised of (1) a current telephone number to which sick leave related inquiries may be directed, and (2) any condition(s) and/or restriction(s) that may reasonably be imposed regarding specific locations and/or persons the department may contact to verify the employee's sick leave.
- b. Department Responsibilities. The use of sick leave may properly be denied if these procedures are not followed. Abuse of sick leave on the part of the employee is cause for disciplinary action.

Departmental approval of sick leave is a certification of the legitimacy of the sick leave claim. The department head or designee may make reasonable inquiries about employee absences. The department may require medical verification for an absence of three (3) or more working days. The department may also require medical verification for absences of less than three (3) working days for probable cause if the employee had been notified in advance in writing that such verification was necessary. Inquiries may be made in the following ways:

1. Calling the employee's residence telephone number or other contact telephone number provided by the employee if telephone notification was not made in accordance with departmental sick leave call-in guidelines. These inquiries shall be subject to any restrictions imposed by the employee under Section 14.4.a.
2. Obtaining the employee's signature on the Absence/Overtime Record, or on another form established for that purpose, as employee certification of the legitimacy of the claim.
3. Obtaining the employee's written statement of explanation regarding the sick leave claim.
4. Requiring the employee to obtain a physician's certificate or verification of the employee's illness, date(s) the employee was incapacitated, and the employee's ability to return to work, as specified above.
5. In absences of an extended nature, requiring the employee to obtain from their physician a statement of progress and anticipated date on which the employee will be able to return to work, as specified above.

Department heads are responsible for establishing timekeeping procedures which will insure the submission of a time card covering each employee absence and for operating their respective offices in accordance with these policies and with clarifying regulations issued by the Office of the County Administrator.

To help assure uniform policy application, the Human Resources Director or designated management staff of the County Human Resources Department should be contacted with respect to sick leave determinations about which the department is in doubt.



## SECTION 14 - SICK LEAVE

---

### 14.5 Disability.

- A. An employee physically or mentally incapacitated for the performance of duty is subject to dismissal, suspension or demotion, subject to the County Employees Retirement Law of 1937. An appointing authority after giving notice may place an employee on leave if the appointing authority has filed an application for disability retirement for the employee, or whom the appointing authority believes to be temporarily or permanently physically or mentally incapacitated for the performance of the employee's duties.
- B. An appointing authority who has reasonable cause to believe that there are physical or mental health conditions present in an employee which endanger the health or safety of the employee, other employee's, or the public, or which impair the employee's performance of duty, may order the employee to undergo at County expense and on the employees paid time a physical, medical examination by a licensed physician and/or a psychiatric examination by a licensed physician or psychologist and receive a report of the findings on such examination. If the examining physician or psychologist recommends that treatment for physical or mental health problems, including leave, are in the best interests of the employee or the County in relation to the employee overcoming any disability and/or performing his or her duties the appointing authority may direct the employee to take such leave and/or undergo such treatment.
- C. Leave due to temporary or permanent disability shall be without prejudice to the employee's right to use sick leave, vacation, or any other benefit to which the employee is entitled other than regular salary. The Human Resources Director may order lost pay restored for good cause and subject to the employee's duty to mitigate damages.
- D. Before an employee returns to work from any absence for illness or injury, other leave of absence or disability leave, exceeding two (2) weeks in duration, the appointing authority may order the employee to undergo at County expense a physical, medical, and/or psychiatric examination by a licensed physician, and may consider a report of the findings on such examination. If the report shows that such employee is physically or mentally incapacitated for the performance of duty, the appointing authority may take such action as he deems necessary in accordance with appropriate provisions of this MOU.
- E. Before an employee is placed on an unpaid leave of absence or suspended because of physical or mental incapacity under (A) or (B) above, the employee shall be given notice of the proposed leave of absence or suspension by letter or memorandum, delivered personally or by certified mail, containing the following:
  - 1. a statement of the leave of absence or suspension proposed;
  - 2. the proposed dates or duration of the leave or suspension which may be indeterminate until a certain physical or mental health condition has been attained by the employee;

## SECTION 14 - SICK LEAVE

---

3. a statement of the basis upon which the action is being taken;
  4. a statement that the employee may review the materials upon which the action is taken;
  5. a statement that the employee has until a specified date (not less than seven (7) work days from personal delivery or mailing of the notice) to respond to the appointing authority orally or in writing.
- F. Pending response to the notice the appointing authority for cause specified in writing may place the employee on a temporary leave of absence, with pay.
- G. The employee to whom the notice has been delivered or mailed shall have seven (7) work days to respond to the appointing authority either orally or in writing before the proposed action may be taken.
- H. After having complied with the notice requirements above, the appointing authority may order the leave of absence or suspension in writing stating specifically the basis upon which the action is being taken, delivering the order to the employee either personally or by certified mail, effective either upon personal delivery or deposit in the U.S. Postal Service.
- I. An employee who is placed on leave or suspended under this section may, within ten (10) calendar days after personal delivery or mailing to the employee of the order, appeal the order in writing through the Director of Human Resources to the Merit Board. Alternatively, the employee may file a written election with the Director of Human Resources waiving the employee's right to appeal to the Merit Board in favor of appeal to a Disability Review Arbitrator.
- J. In the event of an appeal either to the Merit Board or the Disability Review Arbitrator, the employee has the burden of proof to show that either:
1. the physical or mental health condition cited by the appointing authority does not exist, or
  2. the physical or mental health condition does exist, but it is not sufficient to prevent, preclude, or impair the employee's performance of duty, or is not sufficient to endanger the health or safety of the employee, other employees, or the public.
- K. If the appeal is to the Merit Board, the order and appeal shall be transmitted by the Director of Human Resources to the Merit Board for hearing under the Merit Board's Procedures, Section 1114-1128 inclusive. Medical reports submitted in evidence in such hearings shall remain confidential information and shall not be a part of the public record.

## SECTION 14 - SICK LEAVE

---

- L. If the appeal is to a Disability Review Arbitrator, the employee (and his representative) will meet with the County's representative to mutually select the Disability Review Arbitrator, who may be a de facto arbitrator, or a physician, or a rehabilitation specialist, or some other recognized specialist mutually selected by the parties. The arbitrator shall hear and review the evidence. The decision of the Disability Review Arbitrator shall be binding on both the County and the employee.

### Scope of the Arbitrator's Review.

1. The arbitrator may affirm, modify or revoke the leave of absence or suspension.
2. The arbitrator may make his decision based only on evidence submitted by the County and the employee.
3. The arbitrator may order back pay or paid sick leave credits for any period of leave of absence or suspension if the leave or suspension is found not to be sustainable, subject to the employee's duty to mitigate damages.
4. The arbitrator's fees and expenses shall be paid one-half by the County and one-half by the employee or employee's association.

**14.6 Workers' Compensation.** A permanent non-safety employee shall receive eighty-six percent (86%) of regular monthly salary for all accepted claims filed with the County on or after January 1, 2000. For all accepted claims filed with the County on or after January 1, 2007, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty-six percent (86%) to eighty percent (80%). For all accepted claims filed with the County on or after January 1, 2008, the percentage of regular monthly salary for employees entitled to Workers' Compensation shall be decreased from eighty percent (80%) to seventy-five percent (75%).

- A. There is a three calendar day waiting period before Workers' Compensation benefits commence. If the injured worker loses any time on the day of the injury, that counts as day one of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period will be the first three (3) calendar days the employee does not work as a result of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for Workers' Compensation the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

A permanent employee shall continue to receive the appropriate percentage as outlined above during any period of compensable temporary disability not to exceed one year. Payment of continuing pay and/or temporary disability

## SECTION 14 - SICK LEAVE

---

compensation shall be made in accordance with Part 2, Article 3 of the Workers' Compensation Laws of California. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work connected disability which qualifies for temporary disability compensation as set forth in Part 2, Article 3 of the Workers' Compensation Laws of California. When any disability becomes medically permanent and stationary and/or reaches maximum medical improvement, the salary provided by this Section shall terminate. No charge shall be made against sick leave or vacation for these salary payments. Sick leave and vacation rights shall not accrue for those periods during which continuing pay is received.

Employees shall be entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

- B. Continuing pay begins at the same time that temporary Workers' Compensation benefits commence and continues until either the member is declared medically permanent/stationary and/or reaches maximum medical improvement, or until one (1) year of continuing pay, whichever comes first provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid Workers' Compensation benefits as prescribed by Workers' Compensation laws. All continuing pay will be cleared through the County Administrator's Office, Risk Management Division.

Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits, provided the employee notifies his/her supervisor of the appointment at least three (3) working days prior to the appointment or as soon as the employee becomes aware the appointment has been made. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled work day whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

- C. Full Pay Beyond One Year. If an injured employee remains eligible for temporary disability beyond one year, full salary will continue by integrating sick leave and/or vacation accruals with workers' compensation benefits. If salary integration is no longer available, Workers' Compensation benefits will be paid directly to the employee as prescribed by Workers' Compensation laws.
- D. Rehabilitation Integration. An injured employee who is eligible for workers' compensation rehabilitation temporary disability benefits and whose disability is medically permanent and stationary and/or reaches maximum medical improvement, will continue to receive salary by integrating sick leave and/or vacation accruals with workers' compensation rehabilitation temporary disability benefits until those accruals are exhausted. Thereafter, the rehabilitation temporary disability benefits will be paid directly to the employee.

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

---

E. Health Insurance. The County contribution to the employee's group insurance plan(s) continues during the continuing pay period and during integration of sick leave or vacation with Workers' Compensation benefits.

F. Method of Integration:

An employee's sick leave and/or vacation charges shall be calculated as follows:

$C = 8 [1 - (W \div S)]$

C = sick leave or vacation charge per day (in hours)

W = statutory workers' compensation for a month

S = monthly salary

**14.7 Coordination of Benefits.** It is understood that the benefits specified above in this Section 14 shall be coordinated with the rehabilitation program as determined by the labor/management committee.

**14.8 Accrual During Leave Without Pay.** No employee who has been granted a leave without pay or an unpaid military leave shall accrue any sick leave credits during the time of such leave nor shall an employee who is absent without pay accrue sick leave credits during the absence.

**14.9 Disability Insurance Review Committee.** The County shall establish a Disability Insurance Review Committee consisting of one (1) representative from each employee organization and four (4) management representatives to review and recommend to the Director of Human Resources the feasibility of implementing a self-funded and self-administered disability insurance program.

**14.10 Sick Leave Coalition.** The County agrees to meet and confer with a coalition of employee organizations, including this council, to revise the County-wide Sick Leave Policy. Such meet and confer sessions shall take place during the term of this MOU.

**14.11 Confidentiality of Information/Records.** Any use of employee medical records will be governed by the Confidentiality of Medical Information Act (Civil Code Sections 56 to 56.26).

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

**15.1 Program Design.** The County Human Resources Department will operate a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or floating holiday be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred

## **SECTION 15 - CATASTROPHIC LEAVE BANK**

---

to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury, or condition.

Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability which manifests itself during employment.

**15.2 Operation.** The plan will be administered under the direction of the Director of Human Resources. The Human Resources Department will be responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals will be subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee shall meet as necessary to consider all requests for credits and shall make determinations as to the appropriateness of the request. The committee shall determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and shall be treated as regular sick leave accruals.

To receive credits under this plan, an employee must have permanent status, must have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence and have medical verification of need.

Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, floating holiday, compensatory time, or holiday compensatory time accounts. Employees who elect to donate to a specific individual shall have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

Any recipient will be limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor will be limited to one hundred twenty (120) hours per calendar year.

No element of this plan is grievable. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources. No employee will have any entitlement to catastrophic leave benefits. The award of Catastrophic Leave will be at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6)

## **SECTION 16 – STATE DISABILITY INSURANCE (SDI)**

---

months. The committee will be entitled to limit benefits in accordance with available contributions and to choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account. The donating employee will have fourteen (14) calendar days from notification to submit his/her decision regarding the status of their donation, or the hours will be irrevocably transferred to the Catastrophic Leave Bank.

Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

## **SECTION 16 – STATE DISABILITY INSURANCE (SDI)**

**16.1 General Provisions.** Contra Costa County participates in the State Disability Insurance (SDI) program, subject to the rules and procedures established by the State of California. The County augments the SDI program with its SDI Integration Program. Changes to the State Disability Insurance program could affect the County's SDI Integration Program. Determination of SDI payments and eligibility to receive payments is at the sole discretion of the State of California. Employees eligible for SDI benefits are required to apply for SDI benefits and to have those benefits integrated with the use of their sick leave accruals on the following basis:

"Integration" means that employees are required to use their sick leave accruals to supplement the difference between the amount of the SDI payment and the employee's base monthly salary to the extent that the total payment does not exceed the employee's base monthly salary. Integration of sick leave with the SDI benefit is automatic and cannot be waived. Integration applies to all SDI benefits paid. For employees off work, on disability, and receiving SDI, the employee's County Department will make appropriate integration adjustments, including retroactive adjustments, if necessary. Employees must inform their Department of a disability in a timely manner in order for the Department to make appropriate integration adjustments. SDI benefit payments will be sent directly to the employee by the State of California.

When there are insufficient sick leave accruals available to fully supplement the difference between the SDI payment and the employee's base monthly salary, accruals other than sick leave may be used to supplement the difference between the amount of the SDI payment and the employee's base monthly salary. These accruals may be used only to the extent that the total payment does not exceed the employee's base monthly salary.

**16.2 Procedures.** Employees with more than 1.2 hours of sick leave accruals at the beginning of the disability integration period must integrate their sick leave accrual usage with their SDI benefit to the maximum extent possible.

## **SECTION 17 - LEAVE OF ABSENCE**

---

When employees have 1.2 hours or less of sick leave accruals at the beginning of the disability integration period, the Department will automatically use 0.1 hours of sick leave per month for the duration of their SDI benefit.

When the SDI benefit is exhausted, integration terminates. The employee then may continue to use sick leave without integration and/or other accruals.

When sick leave accruals are totally exhausted, integration with the SDI benefit terminates.

Employees whose SDI claims are denied must present a copy of their claim denial to their Department. The Department will then authorize the use of unused sick leave and/or other accruals as appropriate.

**16.3 Method of Integration.** For purposes of integration with the SDI program, all full-time employees' schedules will be converted to eight (8) hour/five (5) day weekly work schedules.

The formula for full-time employees' sick leave integration charges is as follows:

$L = [(S - D) \div S] \times 8$

S = Employee Base Monthly Salary

H = Estimated Highest Quarter (3-mos) Earnings

[ $H = S \times 3$ ]

W = Weekly SDI Benefit from state of California SDI Weekly Benefit Table

C = Calendar Days in Each Month

D = Estimated Monthly SDI Benefit [ $D = (W \div 7) \times C$ ]

L = Sick Leave Hours Charged per Day

Permanent part-time employees, permanent-intermittent employees, and full-time employees who are working a light/limited duty reduced schedule, will have their sick leave integration adjusted accordingly.

**16.4 Definition.** "Base Monthly Salary", for purposes of the SDI integration program, is defined as the salary amount of the employee's step on the salary schedule of the employee's classification at the time of integration.

## **SECTION 17 - LEAVE OF ABSENCE**

**17.1 Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves for pregnancy, pregnancy disability, serious health conditions, and family care shall be granted in accordance with applicable state and federal law.

**17.2 General Administration - Leave of Absence.** Requests for leave without pay shall be made upon forms prescribed by the Director of Human Resources and shall



## SECTION 17 - LEAVE OF ABSENCE

---

state specifically the reason for the request, the date when it is desired to begin the leave, and the probable date of return.

- A. Leave without pay may be granted for any of the following reasons:
  - 1. Illness, disability or serious health condition;
  - 2. pregnancy or pregnancy disability;
  - 3. family care;
  - 4. to take a course of study such as will increase the employee's usefulness on return to the position;
  - 5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request family care leave at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer within five (5) days of learning of the event by which the need for family care leave arises.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later than thirty (30) calendar days before the expiration of the original leave.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for family care (FMLA) shall be granted to an employee who so requests it for up to eighteen (18) weeks in a "rolling" twelve (12) month period measured backward from the date the employee uses his/her FMLA leave in accordance with Section 17.5 below.
- E. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall submit a request to the appointing authority in writing at least fifteen (15) days in advance of the proposed return. Early return is subject to prior approval by the appointing authority. The Human Resources Department shall be notified promptly of such return.
- F. Except in the case of leave of absence due to family care, pregnancy, pregnancy disability, illness, disability, or serious health condition, the decision of the appointing authority on granting or denying leave or early return from leave shall be subject to appeal to the Human Resources Director and not subject to appeal through the grievance procedure set forth in this MOU.

**17.3 Furlough Days Without Pay.** Subject to the prior written approval of the appointing authority, employees may elect to take furlough days or hours without pay

## SECTION 17 - LEAVE OF ABSENCE

---

(pre-authorized absence without pay), up to a maximum of fifteen (15) calendar days for any one period. Longer pre-authorized absences without pay are considered leaves of absence without pay. Employees who take furlough time shall have their compensation for the portion of the month worked computed in accord with Section 5.6 - Compensation for Portion of Month of this MOU. Full time and part-time employees who take furlough time shall have their vacation, sick leave, floating holiday, and any other payroll computed accruals computed as though they had worked the furlough time. When computing vacation sick leave, floating holiday, and other accrual credits for employees taking furlough time, this provision shall supersede Section 13.4 – Accrual During Leave Without Pay, Section 14.2 – Credits to & Charges Against Sick Leave, Section 14.8 – Accrual During Leave Without Pay, and Section 17.1 – Leave Without Pay, of this MOU regarding the computation of vacation, sick leave, floating holiday, and other accrual credits as regards furlough time only. For payroll purposes, furlough time (absence without pay with prior authorization of the appointing authority) shall be reported separately from other absences without pay to the Auditor-Controller. The existing VTO program shall be continued for the life of the contract.

**17.4 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof shall be granted a military leave for the period of such service, plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service provided such still exists and the employee is otherwise qualified, without any loss of standing of any kind whatsoever.

An employee who has been granted a military leave shall not, by reason of such absence, suffer any loss of vacation, holiday, or sick leave privileges which may be accrued at the time of such leave, nor shall the employee be prejudiced thereby with reference to salary adjustments or continuation of employment. For purposes of determining eligibility for salary adjustments or seniority in case of layoff or promotional examination, time on military leave shall be considered as time in County service.

Any employee who has been granted a military leave, may upon return, be required to furnish such evidence of performance of military service or of honorable discharge as the Director of Human Resources may deem necessary.

**17.5 Family Care Leave or Medical Leave.** Upon request to the appointing authority, in a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave, any employee who has permanent status shall be entitled to at least eighteen (18) weeks leave (less if so requested by the employee) for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position;  
or

## SECTION 17 - LEAVE OF ABSENCE

---

- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**17.6 Intermittent Use of Leave.** The employee may be asked to provide certification of the need for family care leave or medical leave. Additional period(s) of family care or medical leave may be granted by the appointing authority.

The eighteen (18) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The eighteen (18) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 17.12 below. When paid leave accruals are used for a medical or family care leave, such time shall be counted as a part of the eighteen (18) week entitlement.

**17.7 Aggregate Use for Spouse.** In the situation where husband and wife are both employed by the County, the family care of medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of eighteen (18) weeks during a “rolling” twelve (12) month period measured backward from the date the employee uses his/her FMLA leave. Employees requesting family care leave are required to advise their appointing authority(ies) when their spouse is also employed by the County.

**17.8 Definitions.** For medical and family care leaves of absence under this section, the following definitions apply:

- a. Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b. Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- c. Spouse: A partner in marriage as defined in California Civil Code Section 4100.
- d. Domestic Partner: An unmarried person, eighteen (18) years or older, to whom the employee is not related and with whom the employee resides and shares the common necessities of life.
- e. Serious Health Condition: An illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of treatment or supervision and involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or

## SECTION 17 - LEAVE OF ABSENCE

---

continuing supervision by a health care provider (e.g. physician or surgeon) as defined by state and federal law.

- f. Certification for Family Care Leave: A written communication to the employer from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. an estimate of the amount of time which the employee needs to render care or supervision;
  4. a statement that the serious health condition warrants the participation of a family member to provide care during period of treatment or supervision;
  5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced leave schedule is necessary for the care of the individual or will assist in their recovery, and its expected duration.
- g. Certification for Medical Leave: A written communication from a health care provider of an employee with a serious health condition or illness to the employer, which need not identify the serious health condition involved, but shall contain:
1. the date, if known, on which the serious health condition commenced;
  2. the probable duration of the condition;
  3. a statement that the employee is unable to perform the functions of the employee's job;
  4. if for intermittent leave or a reduced work schedule leave, the certification should indicate the medical necessity for the intermittent leave or reduced leave schedule and its expected duration.
- h. Comparable Positions: A position with the same or similar duties and pay which can be performed at the same or similar geographic location as the position held prior to the leave. Ordinarily, the job assignment will be the same duties in the same program area located in the same city, although specific clients, caseload, co-workers, supervisor(s), or other staffing may have changed during an employee's leave.

**17.9 Pregnancy Disability Leave.** Insofar as pregnancy disability leave is used under Section 14.3.D - Sick Leave Utilization for Pregnancy Disability, that time will not be considered a part of the eighteen (18) week family care leave period.

## SECTION 17 - LEAVE OF ABSENCE

---

**17.10 Group Health Plan Coverage.** Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the County contribution by maintaining their employment in pay status as described in Section 17.12. During the eighteen (18) weeks of an approved medical or family care leave under Section 17.6 above, the County will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 17.12. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

### **17.11 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by LTD Benefit Coordination or SDI/Sick Leave Integration or as provided in the sections below.
- B. Family Care or Medical Leave. During the eighteen (18) weeks of an approved medical or family care leave, if a portion of that leave will be on a leave of absence without pay, the employee will be *required* to use *at least* 0.1 hour of sick leave (if so entitled under Section 14.3 - Policies Governing the Use of Paid Sick Leave), vacation floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A. above.
- C. Leave of Absence/Long Term Disability (LTD) Benefit Coordination. An eligible employee who files an LTD claim and concurrently takes a leave of absence without pay will be required to use accruals as provided in Section B herein during the eighteen (18) week entitlement period of a medical leave specified above. If an eligible employee continues beyond the eighteen (18) week entitlement period on a concurrent leave of absence/LTD claim, the employee may choose to maintain further pay status only as allowed under subsection A. herein.
- D. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 14.3 - Policies Governing the Use of Paid Sick Leave.

**17.12 Leave of Absence Replacement & Reinstatement.** Any permanent employee who requests reinstatement to the classification held by the employee in the same department at the time the employee was granted a leave of absence, shall be reinstated to a position in that classification and department and then only on the basis

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

---

of seniority. In case of severance from service by reason of the reinstatement of a permanent employee, the provisions of Section 11 - Seniority, Workforce Reduction, Layoff, & Reassignment Seniority shall apply.

**17.13 Reinstatement From Family Care Medical Leave.** In the case of a family care or medical leave, an employee on a 5/40 schedule shall be reinstated to the same or comparable position if the return to work is after no more than ninety (90) work days of leave from the initial date of a continuous leave, including use of accruals, or within the equivalent on an alternate work schedule. A full time employee taking an intermittent or reduced work schedule leave shall be reinstated to the same or comparable position if the return to work on a full schedule is after no more than seven hundred twenty (720) hours, including use of accruals, of intermittent or reduced schedule leave. At the time the original leave is approved, the appointing authority shall notify the employee in writing of the final date to return to work, or the maximum number of hours of leave, in order to guarantee reinstatement to the same or comparable position. An employee on a schedule other than 5/40 shall have the time frame for reinstatement to the same or comparable position adjusted on a pro rata basis.

**17.14 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence from a County position on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**17.15 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

**17.16 Non-Exclusivity.** Other MOU language on this subject, not in conflict, shall remain in effect.

## **SECTION 18 - JURY DUTY AND WITNESS DUTY**

**18.1 Jury Duty.** For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court.

When called for jury duty, County employees, like other citizens, are expected to discharge their jury duty responsibilities. Employees shall advise their department as soon as possible if scheduled to appear for jury duty.

If summoned for jury duty in a Superior, Federal Court, or a Coroners jury, employees may remain in their regular County pay status, or they may take paid leave (vacation, floating holiday, etc.) or leave without pay and retain all fees and expenses paid to them.

## SECTION 19 - HEALTH, LIFE & DENTAL CARE

---

When an employee is summoned for jury duty selection or is selected as a juror in a Superior or Federal Court, employees may remain in a regular pay status if they waive all fees (other than mileage), regardless of shift assignment and the following shall apply:

- a. If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or Jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his department where it will be retained as a department record. No "Absence/Overtime Record" is required.
- b. An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay. No court certificate is required but an "Absence/Overtime Record" must be submitted to the department payroll clerk.

Employees are not permitted to engage in any employment regardless of shift assignment or occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the County will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise. Participants in 9/80 or 4/10 work schedules will not receive overtime or compensatory time credit for jury duty on their scheduled days off.

Permanent-intermittent employees are entitled to paid jury duty leave only for those days on which they were previously scheduled to work.

**18.2 Witness Duty.** Employees called upon as a witness or an expert witness in a case arising in the course of their work or the work of another department may remain in their regular pay status and turn over to the County all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Retention or waiver of fees shall be governed by the same provisions as apply to jury duty as set forth in Section 18.1 of this MOU. Employees shall advise their department as soon as possible if scheduled to appear for witness duty. Permanent intermittent employees are entitled to paid witness duty only for those days on which they were previously scheduled to work.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

### **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

**19.1 Health Plan Coverages.** The County will provide the medical and dental coverage for permanent employees regularly scheduled to work twenty (20) or more hours per week and for their eligible family members, expressed in one of the Health Plan contracts and one of the Dental Plan contracts between the County and the following providers:

- a. Contra Costa Health Plans (CCHP)
- b. Kaiser Permanente Health Plan
- c. Health Net
- d. Delta Dental
- e. DeltaCare (PMI)

Employee Co-pays for these plans are shown on Attachment B.

### **19.2 Monthly Premium Subsidy:**

A. For each health and/or dental plan, the County's monthly premium subsidy is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

1. Contra Costa Health Plans (CCHP), Plan A  
Single: \$ 509.92  
Family: \$1,214.90
2. Contra Costa Health Plans (CCHP), Plan B  
Single: \$ 528.50  
Family: \$1,255.79
3. Kaiser Permanente Health Plan  
Single: \$ 478.91  
Family: \$1,115.84
4. Health Net HMO  
Single: \$ 627.79  
Family: \$1,540.02
5. Health Net PPO  
Single: \$ 604.60  
Family: \$1,436.25
6. Delta Dental with CCHP A or B  
Single: \$41.17  
Family: \$93.00
7. Delta Dental with Kaiser or Health Net  
Single: \$34.02



## SECTION 19 - HEALTH, LIFE & DENTAL CARE

---

Family: \$76.77

8. Delta Dental without a Health Plan

Single: \$43.35

Family: \$97.81

9. DeltaCare (PMI) with CCHP A or B

Single: \$25.41

Family: \$54.91

10. DeltaCare (PMI) with Kaiser or Health Net

Single: \$21.31

Family: \$46.05

11. DeltaCare (PMI) without a Health Plan

Single: \$27.31

Family: \$59.03

B. If the County contracts with a health and/or dental plan provider not listed above, the amount of the premium subsidy that the County will pay to that health and/or dental plan provider for employees and their eligible family members shall not exceed the amount of the premium subsidy that the County would have paid to the former plan provider.

C. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any health and/or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

### 19.3 **Retirement Coverage:**

A. **Upon Retirement:**

1. Upon retirement, eligible employees and their eligible family members may remain in their County health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 19.2 for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2010 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

## SECTION 19 - HEALTH, LIFE & DENTAL CARE

---

3. For employees hired on or after January 1, 2010 and their eligible family members, no monthly premium subsidy will be paid by the County for any health and/or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health or dental plan provided that (i) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy.

**B. Employees Who File For Deferred Retirement:**

Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.
2. Life insurance coverage is not included.
3. To continue health and dental coverage, the employee must:
  - a. be qualified for a deferred retirement under the 1937 Retirement Act provisions;
  - b. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;
  - c. be eligible for a monthly allowance from the Retirement System and in direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and
  - d. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.
4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10<sup>th</sup> of each month, to the Contra Costa County Auditor-Controller. When the deferred retirees begin to receive retirement benefits, they will qualify for the

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

same health and/or dental coverage pursuant to subsection A above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits they will qualify for the same health and/or dental coverage pursuant to subsection A, above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.
6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.
7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage, as similarly situated retirees who did not defer retirement.

- C. Employees Hired After December 31, 2006. - Eligibility for Retiree Health Coverage:** All employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections A and B, above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Agreement.
- D.** Subject to the provisions of Section 19.3 subparts A, B, and C and upon retirement and for the term of this Agreement, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and/or dental plans or are eligible to retain continuous coverage of such plans: employees, and each employee who retires from a position or classification that was represented by this bargaining unit at the time of his or her retirement.
- E.** For purposes of this Section 19.3 only, "eligible family members" does not include Survivors of employees or retirees.

**19.4 Health Plan Coverages and Provisions:** The following provisions are applicable regarding County Health and Dental Plan participation:

## SECTION 19 - HEALTH, LIFE & DENTAL CARE

---

- A. Health, Dental and Life Participation by Other Employees:** Permanent part-time employees working nineteen (19) hours per week or less may participate in the County Health and/or Dental plans (with the associated life insurance benefit) at the employee's full expense.
- B. Coverage Upon Separation:** An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

**19.5 Family Member Eligibility Criteria:** The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

**A. Health Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's child to age 26
  - d. Employee's Disabled Child who is:
    - (1) over age 26,
      - i. Unmarried; and,
      - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

**B. Dental Insurance**

1. Eligible Dependents:
  - a. Employee's Legal Spouse
  - b. Employee's qualified domestic partner
  - c. Employee's unmarried child who is:
    - (1) Under age 19; or
    - (2) Age 19, or above, but under age 24; and,
      - i. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      - ii. Receives at least 50% of support from Employee; and,
      - iii. Is enrolled and attends school on a full-time basis, as defined by the school.

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

- d. Employee's Disabled Child who is:
  - (1) Over age 19,
    - i. Unmarried; and,
    - ii. Incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.
- 2. "Employee's child" includes natural child, child of a qualified domestic partner, step-child, adopted child and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

### **19.6 Dual Coverage:**

- A. Each employee and retiree may be covered only by a single County health (and/or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the dependent of another County employee or retiree.
- B. All dependents, as defined in Section 19.5, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both husband and wife are County employees, all of their eligible children may be covered as dependents of either the husband or the wife, but not both.
- C. For purposes of this Section 19.6 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including, but not limited to, the Contra Costa County Fire Protection District.

**19.7 Life Insurance Benefit Under Health and Dental Plans.** For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars (\$10,000) will be provided by the County.

**19.8 Supplemental Life Insurance.** In addition to the life insurance benefits provided by this agreement, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars (\$500,000), of which one hundred thousand (\$100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

**19.9 Health Care Spending Account.** After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined

## **SECTION 19 - HEALTH, LIFE & DENTAL CARE**

---

amount of money from their pay, not to exceed the maximum amount authorized by federal law, per calendar year, of before tax dollars, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

**19.10 PERS Long-Term Care.** The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

**19.11 Dependent Care Assistance Program.** The County offers the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars (\$5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

**19.12 Premium Conversion Plan.** The County offers the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental premiums.

**19.13 Prevailing Section.** To the extent that any provision of this Section (Section 19 Health, Life & Dental Care) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other agreement or order of the Board of Supervisors, the provision(s) of this Section (Section 19 - Health, Life & Dental Care) will prevail.

**19.14 Rate Information.** The County Benefits Division will make health and dental plan rate information available upon request to employees and departments. In addition, the County Benefits Division will publish and distribute to employees and departments information about rate changes as they occur during the year.

**19.15 Partial Month.** The County's contribution to the health plan premium is payable for any month in which the employee is paid. If an employee is not paid enough compensation in a month to pay the employee share of the premium, the employee must make up the difference by remitting the amount delinquent to the Auditor-Controller. The responsibility for this payment rests with the employee. If payment is not made, the employee shall be dropped from the health plan.

### **19.16 Coverage During Absences**

- A. Employees shall be allowed to maintain their health plan coverage at the County group rate for twelve (12) months if on approved leave of absence provided that the employee shall pay the entire premium (i.e. both

## **SECTION 20 - PROBATIONARY PERIOD**

---

employer and employee share) for the health plan during said leave. Said payment shall be made by the employee at a time and place specified by the County. Late payment shall result in cancellation of health plan coverage.

- B.** An employee who is on approved leave of absence may convert to individual health plan coverage within thirty (30) days of the commencement of leave.
- C.** An employee on leave in excess of twelve (12) months may continue group coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) provided the employee pays the entire cost of coverage, plus any administrative fees, for the option selected. The entire cost of coverage shall be paid at a place and time specified by the County. Late payment may result in cancellation of health plan coverage with no reinstatement allowed.

**19.17 Child Care.** The County will continue to support the concept of non-profit child care facilities similar to the “Kid’s at Work” program established in the Public Works Department.

**19.18 Health Plan Re-Opener.** Anytime between April 1, 2015, and January 1, 2016, the County or the Union may request to reopen only Section 19 - Health, Life & Dental Care of this Memorandum of Understanding for the limited purpose of meeting and conferring over possible changes in the design and type of health plans offered by the County, a three tier premium structure, a wellness program, and health plan cost sharing.

## **SECTION 20 - PROBATIONARY PERIOD**

**20.1 Duration.** All appointments from officially promulgated employment lists for original entrance and promotion shall be subject to a probationary period. For original entrance appointments, the probationary period shall be nine (9) months. For promotional appointments, the probation period shall be six (6) months.

**20.2 Revised Probationary Period.** When the probationary period for a class is changed, only new appointees to positions in the classification shall be subject to the revised probationary period.

**20.3 Criteria.** The probationary period shall date from the time of appointment to a permanent position after certification from an eligible list. It shall not include time served under provisional appointment or under appointment to limited term positions or any period of continuous leave of absence without pay or period of work connected disability exceeding fifteen (15) calendar days.

For those employees appointed to permanent-intermittent positions with a nine (9) month probation period, probation will be considered completed upon serving fifteen

## SECTION 20 - PROBATIONARY PERIOD

---

hundred (1500) hours after appointment except that in no instance will this period be less than nine (9) calendar months from the beginning of probation. If a permanent-intermittent probationary employee is reassigned to full time, credit toward probation completion in the full time position shall be prorated on the basis of one hundred seventy-three (173) hours per month.

**20.4 Rejection During Probation.** An employee who is rejected during the probation period and restored to the eligible list shall begin a new probationary period if subsequently certified and appointed.

- A. Appeal from Rejection. Notwithstanding any other provisions of this section, an employee (probationer) shall have the right to appeal from any rejection during the probationary period based on political or religious affiliations or opinions, Council activities, or race, color, national origin, sex, age, disability, or sexual orientation.
- B. The appeal must be written, must be signed by the employee and set forth the grounds and facts by which it is claimed that grounds for appeal exist under Subsection (A) and must be filed through the Director of Human Resources to the Merit Board by 5:00 p.m. on the seventh (7<sup>th</sup>) calendar day after the date of delivery to the employee of notice of rejection.
- C. The Merit Board shall consider the appeal, and if it finds probable cause to believe that the rejection may have been based on grounds prohibited in Subsection (A), it may refer the matter to a Hearing Officer for hearing, recommended findings of fact, conclusions of law and decision, pursuant to the relevant provisions of the Merit Board rules in which proceedings the rejected probationer has the burden of proof.
- D. If the Merit Board finds no probable cause for a hearing, it shall deny the appeal. If, after hearing, the Merit Board upholds the appeal, it shall direct that the appellant be reinstated in the position and the appellant shall begin a new probationary period unless the Merit Board specifically reinstates the former period.

**20.5 Regular Appointment.** The regular appointment of a probationary employee will begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this MOU, without notice and without right of appeal or hearing, except as provided in Section 20.4.A.

Notwithstanding any other provisions of the MOU, an employee rejected during the probation period from a position in the Merit System to which the employee had been promoted or transferred from an eligible list, shall be restored to a position in the department from which the employee was promoted or transferred.

An employee dismissed for other than disciplinary reasons within six (6) months after being promoted or transferred from a position in the Merit System to a position not



## **SECTION 21 – PROMOTION**

---

included in the Merit System shall be restored to a position in the classification in the department from which the employee was promoted or transferred.

A probationary employee who has been rejected or has resigned during probation shall not be restored to the eligible list from which the employee was certified unless the employee receives the affirmative recommendation from the appointing authority and is certified by the Human Resources Director whose decision is final. The Director of Human Resources shall not certify the name of a person restored to the eligible list to the same appointing authority by whom the person was rejected from the same eligible list, unless such certification is requested in writing by the appointing authority.

**20.6 Layoff During Probation.** An employee who is laid off during probation, if reemployed in the same class by the same department, shall be required to complete only the balance of the required probation.

If reemployed in another department or in another classification, the employee shall serve a full probationary period. An employee appointed to a permanent position from a layoff or reemployment list is subject to a probation period if the position is in a department other than the department from which the employee separated, displaced, or voluntarily demoted in lieu of layoff. An appointment from a layoff or reemployment list is not subject to a probation period if the position is in the department from which the employee separated, displaced or voluntarily demoted in lieu of layoff.

**20.7 Rejection During Probation of Layoff Employee.** An employee who has achieved permanent status in the class before layoff and who subsequently is appointed from the layoff list and then rejected during the probation period shall be automatically restored to the layoff list, unless discharged for cause, if the person is within the period of layoff eligibility. The employee shall begin a new probation period of subsequently certified and appointed in a different department or classification than that from which the employee was laid off.

## **SECTION 21 – PROMOTION**

**21.1 Competitive Exam.** Promotion shall be by competitive examination unless otherwise provided in this MOU.

**21.2 Promotion Policy.** The Director of Human Resources, upon request of an appointing authority, shall determine whether an examination is to be called on a promotional basis.

**21.3 Open Exams.** If an examination for one of the classes represented by the Council is proposed to be announced on an Open only basis the Director of Human Resources shall give five (5) days prior notice of such proposed announcement and shall meet at the request of the Council to discuss the reasons for such open announcement.

## **SECTION 22 - TRANSFER**

---

**21.4 Promotion Via Reclassification Without Examination.** Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his position reclassified at the request of the appointing authority and under the following conditions:

- a. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.
- b. The incumbent of the position must have performed at the higher level for one (1) year.
- c. The incumbent must meet the minimum education and experience requirements for the higher class.
- d. The action must have approval of the Human Resources Director.
- e. The Council approves such action.

The appropriate rules regarding probationary status and salary on promotion are applicable.

**21.5 Requirements for Promotional Standing.** In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the merit system and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the merit system, except by layoff, the employee's name shall be removed from the promotional list.

**21.6 Seniority Credits.** Employees who have qualified to take promotional examinations and who have earned a total score, not including seniority credits, of seventy percent (70%) or more, shall receive, in addition to all other credits, five one-hundredths of one percent (.05%) for each completed month of service as a permanent County employee continuously preceding the final date for filing application for said examination. For purposes of seniority credits, leaves of absence shall be considered as service. Seniority credits shall be included in the final percentage score from which the rank on the promotional list is determined. No employee, however, shall receive more than a total of five percent (5%) credit for seniority in any promotional examination.

**21.7 Physical Examinations.** County employees who are required as part of the promotional examination process to take a physical examination, shall do so on County time at County expense.

## **SECTION 22 - TRANSFER**

**22.1 Conditions.** The following conditions are required in order to qualify for transfer:

## **SECTION 23 - RESIGNATIONS**

---

- a. The position shall be in the same class, or if in a different class shall have been determined by the Director of Human Resources to be appropriate for transfer on the basis of minimum qualifications and qualifying procedure.
- b. The employee shall have permanent status in the merit system and shall be in good standing.
- c. The appointing authority or authorities involved in the transaction shall have indicated their agreement in writing.
- d. The employee concerned shall have indicated agreement to the change in writing.
- e. The Director of Human Resources shall have approved the change.

Notwithstanding the foregoing, transfer may also be accomplished through the regular appointment procedure provided that the individual desiring transfer has eligibility on a list for a class for which appointment is being considered.

**22.2 Procedure.** Any employee or appointing authority who desires to initiate a transfer may inform the Director of Human Resources in writing of such desire stating the reasons therefor. The Director of Human Resources shall if he or she considers that the reasons are adequate and that the transfer will be for the good of the County service and the parties involved, inform the appointing authority or authorities concerned and the employee of the proposal and may take the initiative in accomplishing the transfer.

## **SECTION 23 - RESIGNATIONS**

An employee's voluntary termination of service is a resignation. Written resignations shall be forwarded to the Human Resources Department by the appointing authority immediately on receipt, and shall indicate the effective date of termination. Oral resignation shall be immediately confirmed by the appointing authority in writing to the employee and to the Human Resources Department and shall indicate the effective date of termination.

**23.1 Resignation in Good Standing.** A resignation giving the appointing authority written notice at least two (2) weeks in advance of the last date of service (unless the appointing authority requires a longer period of notice, or consents to the employee's terminating on shorter notice) is a resignation in good standing.

**23.2 Constructive Resignation.** A constructive resignation occurs and is effective when:

- a. An employee has been absent from duty for five (5) consecutive working days without leave, and;

- 
- b. Five (5) more consecutive working days have elapsed without response by the employee after the mailing of a notice of resignation by the appointing authority to the employee at the employee's last known address.
  - c. Employees working a 4/10 schedule shall have constructively resigned if four (4) days elapse as provided in "a" above followed by four (4) more days as provided in "b" above.
  - d. The letter to the employee will include a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the constructive resignation letter. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the constructive resignation letter to the employee's union, as authorized.

**23.3 Effective Resignation.** A resignation is effective when delivered or spoken to the appointing authority, operative either on that date or another date specified.

**23.4 Revocation.** A resignation that is effective is revocable only by written concurrence of the employee and the appointing authority.

**23.5 Coerced Resignations.**

- A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Director of Human Resources and a copy on the appointing authority.
- B. Reinstatement. If the appointing authority acknowledges that the employee could have believed that the resignation was coerced, it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority or pay.
- C. Contest. Unless, within seven (7) days of the receipt of the notice, the appointing authority acknowledges that the resignation could have been believed to be coerced, this question should be handled as an appeal to the Merit Board. In the alternative, the employee may file a written election with the Director of Human Resources waiving the employee's right of appeal to the Merit Board in favor of the employee's appeal rights under the grievance procedure contained in Section 25 – Grievance Procedure of the MOU beginning with Step 3.
- D. Disposition. If a final decision is rendered that determines that the resignation was coerced, the resignation shall be deemed revoked and the employee returned to duty effective on the day following the decision but without loss of seniority or pay, subject to the employee's duty to mitigate damages.

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

### **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

**24.1 Sufficient Cause for Action.** The appointing authority may dismiss, suspend, temporarily reduce the pay of, or demote any employee for cause. A temporary reduction in pay is not to exceed more than five percent (5%) for a period of three (3) months. The following are sufficient causes for such action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, reduction in pay, or demotion may be based on reasons other than those specifically mentioned:

- a. absence without leave,
- b. conviction of any criminal act involving moral turpitude,
- c. conduct tending to bring the merit system into disrepute,
- d. disorderly or immoral conduct,
- e. incompetence or inefficiency,
- f. insubordination,
- g. being at work under the influence of liquor or drugs, carrying onto the premises liquor or drugs or consuming or using liquor or drugs during work hours and/or on County premises,
- h. neglect of duty (i.e. non-performance of assigned responsibilities),
- i. negligent or willful damage to public property or waste of public supplies or equipment,
- j. violation of any lawful or reasonable regulation or order given by a supervisor or Department Head,
- k. willful violation of any of the provisions of the merit system ordinance or Personnel Management Regulations,
- l. material and intentional misrepresentation or concealment of any fact in connection with obtaining employment,
- m. misappropriation of County funds or property,
- n. unreasonable failure or refusal to undergo any physical, medical and/or psychiatric exam and/or treatment authorized by this MOU,
- o. dishonesty or theft,

## **SECTION 24 - DISMISSAL, SUSPENSION, TEMPORARY REDUCTION IN PAY, AND DEMOTION**

---

- p. excessive or unexcused absenteeism and/or tardiness,
- q. sexual harassment, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, or physical conduct of a sexual nature, when such conduct has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating and hostile working environment.

**24.2 Skelly Requirements.** Before taking a disciplinary action to dismiss, suspend for more than three (3) work days, temporarily reduce the pay of, or demote an employee, the appointing authority shall cause to be served personally or by certified mail, on the employee, a Notice of Proposed Action, which shall contain the following:

- a. A statement of the action proposed to be taken.
- b. A copy of the charges; including the acts or omissions and grounds upon which the action is based.
- c. If it is claimed that the employee has violated a rule or regulation of the County, department or district, a copy of said rule shall be included with the notice.
- d. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- e. A statement that the employee has seven (7) calendar days to respond to the appointing authority either orally or in writing.

In addition to the Notice of Proposed Action, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Notice of Proposed Action. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Notice of Proposed Action to his/her union, as authorized.

In addition to the Order and Notice, the appointing authority will serve the employee with a document that gives the employee the option of authorizing the County to provide his/her union with a copy of the Order and Notice. If the employee signs the authorization document and returns it to the appointing authority, the appointing authority will thereafter, within one work day, provide a copy of the employee's Order and Notice to his/her union, as authorized.

**24.3 Employee Response.** The employee upon whom a Notice of Proposed Action has been served shall have seven (7) calendar days to respond to the appointing authority either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the appointing authority may extend in

---

writing the period to respond. If the employee's response is not filed within seven (7) days or any extension, the right to respond is lost.

**24.4 Leave Pending Employee Response.** Pending response to a Notice of Proposed Action within the first seven (7) days or extension thereof, the appointing authority for cause specified in writing may place the employee on temporary leave of absence, with pay.

**24.5 Length of Suspension.** Suspensions without pay shall not exceed thirty (30) days unless ordered by an arbitrator, an adjustment board or the Merit Board.

**24.6 Procedure on Dismissal, Suspension, Temporary Reduction in Pay, or Disciplinary Demotion.**

- A. In any disciplinary action to dismiss, suspend, temporarily reduce the pay of, or demote an employee having permanent status in a position in the merit system, after having complied with the Skelly requirements where applicable, the appointing authority shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, temporary reduction in pay, or demotion shall be filed with the Director of Human Resources, showing by whom and the date a copy was served upon the employee to be dismissed, suspended, temporarily reduced in pay, or demoted, either personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U. S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, temporary reduction in pay, or demotion either to the Merit Board or through the procedures of Section 25 - Grievance Procedure of this MOU provided that such appeal is filed in writing with the Human Resources Director within ten (10) calendar days after service of said order. An employee may not both appeal to the Merit Board and file a grievance under Section 24 of this MOU.

**24.7 Weingarten Rights.** The County recognizes an employee's right to representation during an investigatory interview or meeting that may result in discipline. The County shall not interfere with the representative's right to assist an employee to clarify the facts during the interview. If the employee requests a union representative, the investigatory interview shall be temporarily recessed for a reasonable period of time until a union representative can be present. For those interviews, which by nature of the incident must take place immediately, the union will take reasonable steps to make a union representative immediately available.

The employer shall inform the employee of the general nature of the investigation at the time the employer directs the employee to be interviewed.

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

### **SECTION 25 - GRIEVANCE PROCEDURE**

**25.1 Definition and Procedural Steps.** A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. The Council may represent the grievant at any stage of the process.

Grievances must be filed within thirty (30) calendar days of the incident or occurrence about which the grievant claims to have a grievance and shall be processed in the following manner:

**Step 1.** Any employee or group of employees who believes that a provision of this MOU has been misinterpreted or misapplied to his or her detriment shall discuss the complaint with the grievant's immediate supervisor or designee, who shall meet with the grievant within five (5) work days of receipt of a written request to hold such meeting. Grievances challenging suspensions, reductions in pay, demotions and terminations may be filed at Step 3 within the time frame set forth above.

**Step 2.** If a grievance is not satisfactorily resolved in Step 1 above, the grievant may submit the grievance in writing within ten (10) work days to such management official as the Department Head may designate. This formal written grievance shall state which provision of the MOU has been misinterpreted or misapplied, how misapplication or misinterpretation has affected the grievant to the grievant's detriment, and the redress he or she seeks. A copy of each written communication on a grievance shall be filed with the Director of Human Resources. The Department Head or his or her designee shall have ten (10) work days in which to respond to the grievance in writing. If either the union or grievant request a meeting with the Department Head or his/her designee at this step, such a meeting will be held.

**Step 3.** If a grievance is not satisfactorily resolved in Step 2 above, the Council may appeal in writing within ten (10) work days to the Director of Human Resources. The Director of Human Resources or his/her designee shall have twenty (20) work days in which to investigate the merits of the complaint and to meet together at the same time with the Department Head or his/her designee, the grievant, and the union. For grievances involving interpretation of this MOU, the Director of Human Resources or his/her designee will decide the grievance on its merits and provide the grievant, the union, and the Department with a written decision within twenty (20) workdays of the date of the Step 3 Meeting, unless more time is granted by mutual agreement.

For grievances involving appeals from disciplinary action, the Director of Human Resources or designee will attempt to resolve the grievance. In the event that the grievance is not resolved, the Director of Human Resources or designee will provide written notice of that fact to the grievant, the union, and the Department within twenty (20) workdays of the date of the Step 3 meeting, unless more time is granted by mutual agreement.



## **SECTION 25 - GRIEVANCE PROCEDURE**

---

**Step 4 Mediation.** Grievances regarding discipline involving suspensions, demotions, or reduction in pay will proceed directly to Step 5 – Expedited Board of Adjustment, at the request of the Council. No grievance may be processed under this Section which has not first been filed and investigated in accordance with Step 3 above. If the parties are unable to reach a mutually satisfactory accord on any grievance that is presented at Step 3, the union may appeal the grievance and request mediation in writing to the Director of Human Resources or designee within ten (10) work days of the date of the written response at Step 3. This step of the grievance procedure may be waived by the written mutual agreement of the parties.

**Step 5.** If the parties are unable to reach a resolution of the grievance at Step 4, either the Union or the County, whichever is the moving party, may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the Human Resources Director. Such request shall be submitted within twenty (20) work days of the completion of mediation at Step 4. Within twenty (20) work days of the request for arbitration the parties shall mutually select an arbitrator who shall render a decision within thirty (30) work days from the date of final submission of the grievance including receipt of the court reporter's transcript and post-hearing briefs, if any. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post hearing briefs, if any.

**25.2 Step 5. Expedited Board of Adjustment.** If the County and the Union are unable to reach a mutually satisfactory accord on any grievance of discipline involving suspensions, demotions, or reduction in pay that arises and is presented during the term of this MOU, such grievance may be submitted to the Expedited Board of Adjustment (EBA) in writing in accordance with the procedures below. No grievance may be processed under this Section that has not first been filed and processed in accordance with Step 3 of the Grievance Procedure and delivered to the Director of Human Resources within ten (10) work days of the date of the Step 3 written response by the Director of Human Resources or his/her designee or within twenty (20) work days of completion of mediation at Step 4 if Step 4 is not waived. By agreement of the Union and the Director of Human Resources or his/her designee, grievances concerning contract interpretation may also be presented to the EBA. All grievances submitted to the EBA will be resolved in accordance with the following procedures:

### **Expedited Board of Adjustment (EBA)**

- a. The EBA will be composed of two (2) union representatives from the unions participating in the EBA process, , no more than one (1) of whom may be an employee of the County, two (2) management members named by the County, and an impartial arbitrator. The Unions and the County will each appoint three (3) alternates who will serve as the voting members of the Board if a member(s) is/are not available. A Union Alternate from a different Union will serve as the voting member when the appointed Union Board member is from the same Union as the grievant and a County Alternate will serve as a voting member when a County Board member is from the same Department as the grievant. Each Board member will serve for a twelve (12) month term except that one member and one alternate initially appointed by each side will serve a six (6) month term so that

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

Board member terms are staggered.

- b. The County and the participating Union (hereafter “parties”) will choose an impartial arbitrator to serve as the fifth (5) member of the EBA and serve as a tie-breaker when the EBA is deadlocked. The parties will select the Arbitrator by forwarding a list of individuals acceptable to a party to the other party. The parties will continue this process until an impartial arbitrator is selected. The Arbitrator will serve a one year term, or longer, as agreed to by the parties in writing. However, the Arbitrator may be replaced at any time by agreement between the parties. The Arbitrator will render an immediate decision if the Board is deadlocked. All decisions rendered by the EBA are final and binding upon the Employer, the Union, and the employee, to the extent provided by law.
- c. Decisions rendered by the EBA must be within the scope of, and may not vary from, the express written terms of this Memorandum of Understanding.
- d. The Union and the County will each pay one-half (1/2) of the arbitrator’s fees and costs. If a majority of the EBA approves the services of a court reporter and/or other special services, the Union and the County will each pay one-half (1/2) of such expenses.

### **Procedures**

- A. The EBA will convene on the fourth (4<sup>th</sup>) Wednesday of each month unless otherwise scheduled by mutual agreement.
- B. The EBA will develop and adopt written rules of procedure to govern the conduct of hearings by a majority vote.
- C. Unless the EBA agrees otherwise by majority action, it will remain in session until all grievances on the agenda have been heard.
- D. All grievances that are received by the Director of Human Resources at least ten (10) working days prior to the next scheduled session of the EBA will be placed on the agenda for the next regular meeting. By majority vote, the EBA may upon request of the Union or the County waive this provision.
- E. Upon the request of the Union or the County, a continuance of a grievance will be granted until the next session.
- F. Licensed Attorneys will not participate as Board members, advocates, or advisors in Board hearings unless the attorney is also a union business agent or Human Resources staff.
- G. Meetings will be convened at a central location agreed to by the Unions and the County.
- H. Materials to be presented at the EBA will not be shared with the Board members

## **SECTION 25 - GRIEVANCE PROCEDURE**

---

in advance of convening the Board.

### **25.3 Scope of Arbitration Decisions and Expedited Board of Adjustment.**

- A. Decisions of Arbitrators and the Expedited Board of Adjustment on matters properly before them, are final and binding on the parties hereto, to the extent permitted by law.
- B. No Arbitrator or Expedited Board of Adjustment may entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and under such dispute falls within the definition of a grievance as set forth in Subsection 25.1 above.
- C. Proposals to add to or change this MOU or to change written agreements supplementary hereto shall not be arbitrable and no proposal to modify, amend, or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. No Arbitrator or Expedited Board of Adjustment has the power to amend or modify this MOU or written agreements supplementary hereto or to establish any new terms or conditions of employment.
- D. If the Director of Human Resources, pursuant to the procedures outlined in Step 3 above or Step 4 above resolves a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.
- E. No change in this MOU or interpretations thereof (except interpretations resulting from arbitration or Expedited Board of Adjustment proceedings hereunder) will be recognized unless agreed to by the County and the Council.

**25.4 Time Limits.** The time limits specified above may be waived by mutual agreement of the parties to the grievance. If the County fails to meet the time limits specified in Steps 1 through 3 above, the grievance will automatically move to the next step. If a grievant fails to meet the time limits specified in Steps 1 through 3 above, the grievance will be deemed to have been settled and withdrawn.

**25.5 Council Notification.** An official, with whom a formal grievance is filed by a grievant who is included in a unit represented by the Council, but is not represented by the Union in the grievance, shall give the Council a copy of the grievance.

**25.6 Compensation Complaints.** All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process, if not detailed in the MOU which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

## **SECTION 26 – RETIREMENT CONTRIBUTION**

---

No adjustment shall be retroactive for more than six (6) months from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Council.

**25.7 Strike/Work Stoppage.** During the term of this MOU, the Council, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or union having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his or her supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of his or her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**25.8 Merit Board.** All grievances of employees in representation units represented by the Council shall be processed under Section 25 unless the employee elects to apply to the Merit Board on matters within its jurisdiction.

No action under Steps 3, 4 and 5 of Subsection 25 above shall be taken if action on the complaint or grievance has been taken by the Merit Board, or if the complaint or grievance is pending before the Merit Board.

**25.9 Filing by Council.** The Council may file a grievance at Step 3 on behalf of affected employees when action by the County Administrator or the Board of Supervisors violates a provision of this MOU.

## **SECTION 26 – RETIREMENT CONTRIBUTION**

**26.1 Contribution.** Effective on January 1, 2012, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association. Employees are also responsible for the payment of the employees' contributions to the retirement cost of living program as determined annually by the Board of Retirement, without the County paying any part of the employees' contributions. The County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

## **SECTION 27 - TRAINING REIMBURSEMENT**

---

### **26.2 Retirement Benefit - Employees who become New Members of CCCERA on or After January 1, 2013.**

- A. For employees who, under the California Public Employees' Pension Reform Act (PEPRA) (Chapters 296, 297, Statutes of 2012) , become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent this Agreement conflicts with any provision of PEPRA, PEPRA will govern.
- B. For employees hired by the County on or after July 1, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.
- C. For employees who, under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.
- D. The County will seek legislation amending the County Employees Retirement Law of 1937 to clarify that the current Tier III disability provisions apply to employees who, under PEPRA, become New Members of CCCERA. The Union must support the legislation, in addition to the County, by calling and sending a letter (on Union letterhead) in support of the bill to the state legislator sponsoring the bill, on or before the date specified by the County. In addition, if requested by the County, the Union must testify in support of the bill before the state legislative committees considering the bill.

## **SECTION 27 - TRAINING REIMBURSEMENT**

The County Administrative Bulletin on Training shall govern reimbursement for training and shall limit reimbursement for career development training to \$750 per fiscal year, except as otherwise provided in the supplemental sections of this MOU. Registration and tuition fees for career development education may be reimbursed for up to fifty percent (50%) of the employee's net cost. Books necessary for courses taken for career development education may be reimbursed for up to one hundred percent (100%) of the employee's net cost.

## **SECTION 28 - MILEAGE REIMBURSEMENT**

- A. Reimbursement for Use of Personal Vehicle. The mileage allowance for use of personal vehicles on County business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.
- B. Charge for Use of Home Garaged County Vehicle. Employees hired after July 1, 1994 who are assigned vehicles to garage at home will be charged the IRS

## **SECTION 29 - PERSONNEL FILES**

---

mileage rate for all commute miles driven outside the limits of Contra Costa County that exceed thirty (30) miles round-trip in any one day.

### **SECTION 29 - PERSONNEL FILES**

An employee shall have the right to inspect and review any official record(s) relating to his or her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County in the employee's personnel file in the Human Resources Department or in the employee's personal history file in their department. The employee's union representative, with written authorization by the employee, shall also have the right to inspect and review any official record(s) described above. The contents of such records shall be made available to the employee and/or the employee's union representative, for inspection and review at reasonable intervals during the regular business hours of the County. Employees shall be permitted to review their personnel files at the Personnel office during their work hours. For those employees whose work hours do not coincide with the County's business hours, management shall provide a copy of the employee's personnel file for their review. The custodian of records will certify that the copy is a true and correct copy of the original file.

The County shall provide an opportunity for the employee to respond in writing to any information which is in the employee's personnel file about which he or she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.

Counseling memos, which are not disciplinary in nature, are to be retained in the file maintained by the employee's supervisor or the person who issued the counseling memo and are not to be transferred to the employee's central file which is normally retained by the Human Resources Department unless such memos are subsequently used in conjunction with a disciplinary action such as a letter of reprimand.

All documents pertaining to disciplinary actions shall be placed in an official personnel file maintained by the Human Resources Department or in an official personnel file maintained by their department. Copies of written reprimands or memoranda pertaining to an employee's unsatisfactory performance which are to be placed in the employee's personnel file shall be given to an employee who shall have the right to respond in writing to said documents. Letters of reprimand are subject to the grievance procedure but shall not be processed past Step 3 unless said letters are used in a subsequent discharge, suspension or demotion of the employee. Copies of letters of commendation which are to be placed in the employee's personnel file will be given to the employee.

Employees have the right to review their official personnel files which are maintained in the Human Resources Department or by their department. In a case involving a grievance or disciplinary action, the employee's designated representative may also review his/her personnel file with specific written authorization from the employee.

## **SECTION 30 - PROFESSIONAL DEVELOPMENT**

---

### **SECTION 30 - PROFESSIONAL DEVELOPMENT**

**30.1 Professional Development Reimbursement.** Each full-time employee shall be eligible to claim up to \$850.00 for the two (2) year period, starting January 1, 2008. All eligible employees will be allowed reimbursement under this Section.

Effective January 1, 2014, each full-time employee will be eligible to claim reimbursement for allowable expenses as defined by this Section of up to \$1,000.00 for each two (2) year period.

Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

- a. Membership dues to professional organizations.
- b. Registration fees for attendance at professional meetings, conferences, and seminars.
- c. Books, journals, and periodicals.
- d. Tuition and textbook reimbursement for accredited college or university classes.
- e. Professional license and renewal fees for any engineer with a license or for any professional certification related to the job.
- f. Application and examination fees for registration as a professional engineer, architect, engineer-in-training, Certified Hazardous Materials Manager, and Certified Safety Professional.
- g. Certain job-related instruments, computer software and computer hardware from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and manuals.

Exclusions: Items specifically not authorized for purchase with these funds include, but are not necessarily limited to the following:

- a. Health program memberships and physical fitness equipment.
- b. Equipment or supplies not specifically required for or directly related to participation in a professional conference, seminar or workshop.
- c. General office supplies.
- d. Magazine subscriptions, newspapers, periodicals, or journals or general circulation such as Time, Newsweek, Press Democrat Newspaper, etc.
- e. Time planners or calendar-type books.

## **SECTION 31 - FLEX-TIME**

---

**30.2 Continuing Education Allowance.** Employees in classifications represented by the Western Council of Engineers shall be eligible to receive a 2.5% Continuing Education Allowance effective the first of the month following adoption of the Memorandum of Understanding by the Board of Supervisors. The employee must annually complete at least sixty (60) hours of approved education or training or at least three (3) semester units of department approved college credit or approved combination thereof.

**30.3 Professional Examination Time Off.** Effective July 1, 1992 employees will be permitted, one time only during their career with the County, to be granted release time with pay to participate in any part of the examination for Professional Engineer, Land Surveyor or Architect.

## **SECTION 31 - FLEX-TIME**

It is understood that Resolution No. 75/1037 pertaining to flex-time may be applied to the Professional Engineers Unit as well as other County employees. Nothing contained in this MOU prohibits the Department Head from implementing a flex-time system for employees in the Professional Engineers Unit. The Department Head, prior to implementation, shall discuss the implementation of any flex-time system involving employees represented by the Western Council of Engineers with the Council. Then the department shall determine if said flex-time is feasible following a trial period and then shall submit the plan to the County Administrator for approval. Upon written request to the Labor Relations Manager, Western Council of Engineers may request to meet with the Department Head for the purpose of proposing an alternate flexible work schedule.

## **SECTION 32 - BOOK REIMBURSEMENT**

The County agrees to reimburse members of the Professional Engineers Unit for the full cost of books purchased when the books are required for job related training for which the employee receives full reimbursement of registration fees and/or tuition.

## **SECTION 33 - SAFETY SHOES AND PRESCRIPTION SAFETY EYEGLASSES**

The County shall reimburse employees for safety shoes and prescription safety eyeglasses in those classifications the County has determined are eligible for such reimbursement. For each two (2) year period starting January 1, 2006, eligible employees will be allowed reimbursement for the purchase and repair of safety shoes, and the purchase of toes guards, up to a maximum of two hundred and seventy-five dollars (\$275). There is no limitation on the number of shoes or toe guards, or number of repairs allowed.

The County will reimburse eligible employees for up to one (1) pair per year of prescription safety eyeglasses which are approved by the County and are obtained from such establishment as required by the County.



## **SECTION 34 - SERVICE AWARDS**

---

The County agrees to modify the prescription safety glasses allowance to reflect an additional \$20 allowance annually for lenses, and an additional \$10.00 allowance annually towards the purchase of safety frames.

Additionally, the County will modify the current contract with Vendor to allow employees to upgrade to Featherwate Lens Types (High Impact). Any additional cost for current contract upgrades or Featherwate lens types (High Impact) upgrades that exceeds the County allowance as noted above will be borne by the employee.

## **SECTION 34 - SERVICE AWARDS**

The County shall continue its present policy with respect to service awards including time off; provided, however, that the type of award given shall be at the sole discretion of the County.

The following procedures shall apply:

- a. Presentation Before the Board of Supervisors. An employee with twenty (20) or more years of service may go before the Board of Supervisors to receive his/her Service Award. When requested by a department, the Human Resources Department will make arrangements for the presentation ceremony before the Board of Supervisors and notify the department as to the time and date of the Board meeting.
- b. Service Award Day Off. Employees with fifteen (15) or more years of service are entitled to take a day off with pay at each five (5) year anniversary.

## **SECTION 35 - REIMBURSEMENT FOR MEAL EXPENSES**

Employees shall be reimbursed for meal expenses under the following circumstances and in the amount specified:

- a. When the employee is required by his/her Department Head to attend a meeting concerning County business or County affairs.
- b. When the employee is required to be out of his/her regular or normal work area during a meal hour because of a particular work assignment.
- c. When the employee is required to stay over to attend consecutive or continuing afternoon and night sessions of a board or commission.
- d. When the employee is required to incur expenses as host for official guests of the County, work as members of examining boards, official visitors, and speakers or honored guests at banquets or other official functions.

## **SECTION 36 - PERSONAL PROPERTY REIMBURSEMENT**

---

- e. When the employee is required to work three (3) or more hours of overtime or if the employee is scheduled to work overtime with less than twenty-four (24) hours notice; in this case he or she may be reimbursed in accordance with the Administrative Bulletin on Expense Reimbursement.

Meal costs will be reimbursed only when eaten away from home or away from the facility in the case of employees at twenty-four (24) hour institutions.

Procedures and definitions relative to reimbursement for meal expenses shall be in accordance with the Administrative Bulletin on Expense Reimbursement.

## **SECTION 36 - PERSONAL PROPERTY REIMBURSEMENT**

The loss or damage to personal property of employees is subject to reimbursement under the following conditions:

- a. The loss or damage must result from an event which is not normally encountered or anticipated on the job and which is not subject to the control of the employee.
- b. Ordinary wear and tear of personal property used on the job is not compensated.
- c. Employee tools or equipment provided without the express approval of the department head and automobiles are excluded from reimbursement.
- d. The loss or damage must have occurred in the line of duty.
- e. The loss or damage was not a result of negligence or lack of proper care by the employee.
- f. The personal property was necessarily worn or carried by the employee in order to adequately fulfill the duties and requirements of the job.
- g. The loss or damage to employees' eyeglasses, dentures or other prosthetic devices did not occur simultaneously with a job connected injury covered by workers' compensation.
- h. The amount of reimbursement shall be limited to the actual cost to repair damages. Reimbursement for items damaged beyond repair shall be limited to the actual value of the item at the time of loss or damage but not more than the original cost.
- i. The burden of proof of loss rests with the employee.
- j. Claims for reimbursement must be processed in accordance with the Administrative Bulletin on Compensation for Loss or Damage to Personal Property.

## **SECTION 37 - LENGTH OF SERVICE DEFINITION**

---

### **SECTION 37 - LENGTH OF SERVICE DEFINITION**

The length of service credits of each employee of the County shall date from the beginning of the last period of continuous County employment (including temporary, provisional, and permanent status, and absences on approved leave of absence). When an employee separates from a permanent position in good standing and within two years is reemployed in a permanent County position or is reemployed in a permanent County position from a layoff list within the period of layoff eligibility, service credits shall include all credits accumulated at time of separation, but shall not include the period of separation. The Human Resources Director shall determine these matters based on the employee status records in his department.

### **SECTION 38 - PERMANENT PART-TIME EMPLOYEE BENEFITS**

Permanent part-time employees receive prorated vacation and sick leave benefits. They are eligible for health, dental and life insurance benefits at corresponding premium rates providing they work at least fifty percent (50%) of full time. If the employee works at least fifty percent (50%) of full time, County retirement participation is also included.

### **SECTION 39 - PERMANENT-INTERMITTENT EMPLOYEE BENEFITS**

A. Permanent-intermittent employees are eligible for prorated vacation and sick leave benefits.

B. Permanent-Intermittent employees may be eligible for certain special types of pays and benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to permanent-intermittent employees is included as Attachment C. If a special pay or benefit that is described in this MOU does not specifically reference permanent-intermittent employees or the special pay or benefit is not included in Attachment C, then the special pay or benefit does not apply to permanent-intermittent employees.

### **SECTION 40 - PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN**

**40.1** A permanent-intermittent employee represented by Western Council of Engineers may participate in the County Group Health Plan of combined medical, dental and life insurance coverage wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

**40.2** The following benefit program shall be offered to permanent-intermittent employees:

## SECTION 40 - PERMANENT-INTERMITTENT EMPLOYEE HEALTH PLAN

---

- a. Program. The County shall offer CCHP Plan A-2 at the subsidy rate below, to those permanent-intermittent employees who meet and maintain eligibility.
  - i. Through December 31, 2009 the County will pay the monthly premium subsidy of sixty-four percent (64%) of the cost of the CCHP Plan A-2 premium for a single individual.
  - ii. Beginning on January 1, 2010, and for each calendar year thereafter, the County will pay a monthly premium subsidy for CCHP Plan A-2 that is equal to sixty percent (60%) of the total monthly premium that is paid for a single individual for the plan in 2010. If there is an increase in the premium charged for a single individual by CCHP Plan A-2 for 2011, the County and the employees will each pay fifty percent (50%) of that portion of the premium increase that does not exceed eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health plan. If the premium increase for 2011 exceeds eleven percent (11%) of the 2010 premium charged for a single individual by the CCHP Plan A-2 health, the County additionally will pay that portion of the premium increase charged for a single individual that exceeds eleven percent (11%) of the 2010 premium.
- b. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a permanent-intermittent employee must remain in paid status during each successive month.
- c. Pre-Pay. Employees who have achieved eligibility under the terms of 39.2b will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, employees who meet the eligibility requirements and who have been voluntarily paying for a county group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
- d. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in c. above for payment for this optional coverage.
- e. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Permanent-intermittent employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

## **SECTION 41 - PROVISIONAL EMPLOYEE BENEFITS**

---

- f. Employees who are temporarily ineligible may purchase, at their own cost, the plan in accordance with the procedures set forth by the Contra Costa County Health Plan.

Nothing in Section 40.2 shall prevent an employee from electing health coverage under either Section 40.1 or Section 40.2.

## **SECTION 41 - PROVISIONAL EMPLOYEE BENEFITS**

Provisional employees, who are not permanent employees of the County immediately prior to their provisional appointment, are eligible for vacation and sick leave benefits.

Provisional employees may participate in the County Group Health Plan of combined medical, dental and life insurance coverage wholly at the employee's expense. The County will not contribute to the employee's monthly premium. The employee will be responsible for paying the monthly premium appropriately and punctually. Failure to meet the premium deadline will mean automatic and immediate withdrawal from the County Group Health Plan and reinstatement may only be effectuated during the annual open enrollment period.

## **SECTION 42 - REGISTRATION DIFFERENTIAL**

The County shall pay a 2.5% differential for the following classifications that possess a license as a professional engineer:

Public Works: Engineer – Entry Level & Engineer – Journey Level

Health Services: Accidental Release Prevention (ARP) Engineer and Accidental Release Prevention (ARP) Engineer – Entry

## **SECTION 43 - MALPRACTICE COVERAGE**

The County's obligation to defend and indemnify its employees is prescribed by California Government Code Sections 825 et seq. and 995 et seq. This Section shall be enforceable only at law in accordance with the applicable law, but shall not be subject to the grievance provisions of this MOU.

## **SECTION 44 - DEPENDENT CARE SALARY CONTRIBUTION**

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to five thousand dollars (\$5,000) each calendar year from their salaries for approved dependent care; only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

## **SECTION 45 - SPECIAL STUDIES**

---

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

### **SECTION 45 - SPECIAL STUDIES**

**45.1 Attendance Program.** There shall be convened a Labor-Management Committee to develop an attendance program for County employees.

**45.2 Grievance Procedure.** Representatives of the County shall meet and confer with representatives of the Labor Coalition in order to develop rules and guidelines governing the conduct and administration of Adjustment Boards.

**45.3 Wellness Incentive Program.** A broad-based pilot Wellness Incentive Program will be developed with input from the joint Labor/Management Wellness Committee. The purpose of this program will be to reward County employees with incentives for participating in Wellness Program activities and encourage them to live healthier lifestyles. The Wellness Committee will work closely with the Human Resources Department on program design and implementation.

**Program Design.** The Wellness Incentive Program design will include the development of additional wellness activities to compliment the current Employee Wellness Program schedule and collaboration with health plan carriers to develop special programs and activities for County employees and to encourage participation in their established wellness activities. Special emphasis will be placed on supporting major programs such as: Smoking Cessation, Nutrition/Weight Loss, Brown Bag Seminars, Health Screenings and Health Fairs.

**Format.** A point value system for program participation will be developed wherein each wellness activity and program will be assigned a point value. Points will accumulate and incentive prizes will be awarded to employees upon realizing certain point levels. The value of the prizes will increase with higher point values and one (1) grand prize will be awarded each year to the employee with the highest number of points.

**Incentives.** A series of incentive prizes will be assigned to certain point values. In addition, recognition for employee and department participation will be an important aspect of the Wellness Incentive Program.

**Referral.** The parties agree to refer the contents of this proposal to the Wellness Committee for its consideration.

**45.4 Differentials.** The County and the Labor Coalition agree to establish a Labor/Management Committee comprised of five (5) Labor and five (5) Management employees to study and recommend actions necessary to standardize payment and application of differentials including, but not limited to, proration for less than full-time employees; the length of payment while on paid sick leave or disability and consistency between percent-based vs. flat-payment differentials.

## **SECTION 45 - SPECIAL STUDIES**

**45.5 Ergonomic Evaluation.** A member of the Risk Management staff is available to assess work stations at the employee's request. Both the employer and the employee agree to follow recommendations made by Risk Management or other professionals who assess the work station in accordance with Administrative Bulletin 426.

**45.6 Safety Committee.** Departments without a Safety Committee shall establish a committee within ninety (90) days of the effective date of this agreement. The Union shall appoint all labor representatives to the Committee. All Safety Committees shall schedule their meetings.

## **SECTION 46 - ADOPTION**

The provisions of this MOU shall be made applicable on the dates indicated and upon approval by the Board of Supervisors. Resolutions and Ordinances, where necessary, shall be prepared and adopted in order to implement these provisions. It is understood that where it is determined that an Ordinance is required to implement any of the foregoing provisions, said provisions shall become effective upon the first day of the month following thirty (30) days after such Ordinance is adopted.

## **SECTION 47 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS**

**47.1 Scope of Agreement.** Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. Any past side letters or any other agreements that are not incorporated into or attached to this MOU are deemed expired upon approval of this MOU by the Board of Supervisors.

**47.2 Separability of Provisions.** Should any section, clause or provision of this MOU be declared illegal, unlawful, or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

**47.3 Personnel Management Regulations.** Where a specific provision contained in a section of this MOU conflicts with a specific provision contained in a section of the Personnel Management Regulations, the provision of this MOU shall prevail. Those provisions of the Personnel Management Regulations within the scope of representation which are not in conflict with the provisions of this MOU and those provisions of the Personnel Management Regulations which are not within the scope of representation shall be considered in full force and effect.

**47.4 Duration of Agreement.** This Agreement will continue in full force and effect from July 1, 2013 to and including June 30, 2017. Said Agreement shall automatically

## SECTION 48 - UNFAIR LABOR PRACTICE

renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

## SECTION 48 - UNFAIR LABOR PRACTICE

Either the County or the Council may file an unfair labor practice as defined in Chapter 34-22 of Board Resolution 81/1165 against the other. Allegations of an unfair labor practice, if not resolved in discussions between the parties, may be heard by a mutually agreed upon impartial third party.

DATE: 7/29/14

Contra Costa County:  
(Signature / Printed Name)

Western Council of Engineers:  
(Signature / Printed Name)

<u>Stacey Cox</u>	<u>Nancy E. Watson</u> Nancy E. Watson
<u>Glynis Hughes</u>	<u>Michael Dossey</u> MICHAEL DOSSEY
<u></u>	<u>Billie Saengchalee</u> Billie Saengchalee
<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>
<u>/</u>	<u>/</u>



WESTERN COUNCIL OF ENGINEERS

**ATTACHMENTS**

- A. CLASS AND SALARY LISTING
- B. MEDICAL/DENTAL/LIFE INSURANCE
- C. PERMANENT INTERMITTENT SPECIAL PAYS AND BENEFITS
- D. PROJECT POSITIONS
- E. RETURN TO WORK POLICY

**WESTERN COUNCIL OF ENGINEERS  
CLASS AND SALARY LISTING  
Effective 7/1/2014**

Job Code	Class Title	Flex Staff (F) / Deep Class (D)	Salary Range	
			From	To
V4SF	ARP ENGINEER	F	\$ 7,089.90	\$ 8,617.82
VLWB	ARP-ENGINEER-ENTRY LEVEL	F	\$ 5,668.36	\$ 6,889.93
NKXC	ENGINEER-ENTRY LEVEL	F, D Res # 99/130	\$ 5,279.65	\$ 6,275.84
NKXD	ENGINEER-JOURNEY LEVEL	F, D Res # 99/130	\$ 5,829.16	\$ 7,648.36
NKXE	ENGINEER-PROJECT	F, D Res # 99/130	\$ 7,262.20	\$ 8,421.93

**MEDICAL/DENTAL/LIFE INSURANCE ADJUSTMENTS**

**Co-Pays**

The health plan co-pays are as follows:

CCHP A:	\$0 Office Visit in the RMC Network \$0 Preferred Generic RX \$0 Preferred Brand RX \$0 Non-Preferred Brand RX
CCHP B:	\$0 Office Visit in the RMC Network \$5 Office Visit in the CPN Network \$3 Preferred Generic RX \$3 Preferred Brand RX \$3 Non-Preferred Brand RX
KAISER:	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$20 Non-Preferred Brand RX \$10 Emergency Room
HEALTH NET HMO	\$10 Office Visit \$10 Preferred Generic RX \$20 Preferred Brand RX \$35 Non-Preferred Brand or Generic RX \$25 Emergency Room
HEALTH NET PPO:	\$10 Office Visit in network \$5 Preferred Generic RX \$5 Preferred Brand RX \$5 Non-Preferred Brand or Generic RX \$50 Emergency Room Deductible

**Special Pays for Permanent-Intermittent Employees****All Employees**

<b>Type of Pay (Pay Code)</b>	<b>MOU Section</b>
Jury Duty-Scheduled Work Day (JRY)	Sec. 18
Military Leave (MLX)	Sec. 17.4
County Overtime (OPT)	Sec. 7.1
FLSA Overtime (OTF)	None
Sick Leave Hours Taken (SCK, SCK-2BS, SCK-2FS, SCK-2RS, SCK-CAT, SCK-FML)	Sec. 39
Vacation Hours Taken (VAC, VAC-1, VAC-FML)	Sec. 39
Shift Pay 5% (SH2)	Sec. 10

**PROJECT POSITIONS**

The Western Council of Engineers and the County have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for employees in project classes which except for the project designation would be represented by Western Council of Engineers. For example, Assistant Architectural Engineer is represented by Western Council of Engineers, therefore, it has been agreed that Assistant Architectural Engineer-Project will also be represented by Western Council of Engineers.

Other project classes that are not readily identifiable as properly included in bargaining units represented by Western Council of Engineers, shall be assigned to bargaining units in accordance with the provisions of Section 34-12 of Board Resolution 81/1165.

The Council and the County understand that the meet and confer process with respect to the conditions of employment for project classifications is unique and therefore differs from other regular classes represented by Western Council of Engineers in the following respects:

1. Project employees are not covered by the Merit System;
2. project employees may be separated from service at any time without regard to the provisions of this Memorandum of Understanding, without right of appeal or hearing or recourse to the grievance procedure specified herein; and
3. any provisions of this Memorandum of Understanding which pertains to layoff or seniority are not applicable to project employees.

**CONTRA COSTA COUNTY  
RETURN TO WORK POLICY  
FOR INJURY OR ILLNESS**

- I. POLICY: Permanent full-time or part-time employees, as well as temporary and contract employees who have suffered injuries and illnesses may be provided with such restricted duty as the County is able to provide as soon as medically appropriate. Probationary and seasonal employees are not covered by this policy.
  - A. A restricted duty assignment may be provided within the County's capacity, consistent with restriction(s) recommended by the treating physician. Should any disagreement exist, the County will follow California and Federal law. Restrictions from the physician must be in writing on the county form AK 142 or on the physician's letterhead.
  - B. Employees performing in a restricted duty assignment will continue to receive their regular pay and benefits for hours actually worked. Pay and benefits will be prorated in the case of part-time work, subject to MOU provisions and salary regulations.
- II. OBJECTIVE: The objectives of providing work for temporarily industrially injured employees through restricted duty are to reduce disability and Workers' Compensation costs, maximize productivity, minimize the loss of human resources and promote full and prompt recovery with the return of the employee to productive employment.
- III. SCOPE OF POLICY: All County departments and Board-governed agencies which are part of the County retirement system are subject to this Return to Work Policy.
- IV. GENERAL BACKGROUND: A restricted duty assignment is a temporary assignment provided to a temporarily disabled employee. Restricted duty may be for less than regular full-time work.
  - A. A temporarily disabled employee shall return to a restricted duty assignment that is not inconsistent with restrictions recommended by the employee's treating physician or Qualified Medical Examiner (QME), if applicable.
  - B. A Department shall, whenever feasible, temporarily restrict the duties of an employee in order to conform to restrictions recommended by the treating physician for a cumulative maximum of six months per injury with a review after three (3) months or sooner, if appropriate. At the end of the six month period, the employee shall undergo a medical review to determine whether a full duty work release is possible. If full release is not possible,

the employee shall be referred to the Risk Management ADA Coordinator and/or the Return to Work Committee for evaluation.

C. In the event that an employee disagrees with the Department Head's decision concerning a light duty assignment, he/she may appeal that decision to the Risk Manager within 15 calendar days. The subject of the appeal shall be heard at the next regularly scheduled Return to Work Committee. The Return to Work Committee may affirm, reject or modify the Department Head's decision. The following factors shall be considered by the Return to Work Committee when considering an appeal:

1. The restrictions recommended by the employee's treating physician or QME, if applicable;
2. The operational and financial needs of the department; and
3. The availability of a suitable work assignment.

Either party may appeal the Committee's decision in writing to the Director of Human Resources or his/her designee within 15 calendar days of the Committee's decision.

#### V. RESPONSIBILITIES:

##### A. Departments

The principle responsibility for implementing the Return to Work Policy rests with the appointing authority. Departments will also:

1. Complete and submit an injury report for industrial injuries and illnesses on a timely basis.
2. Appoint a Departmental Return to Work Coordinator to administer the department's compliance with the Return to Work Policy under the direction of the department head. The Departmental Return to Work Coordinator shall review restricted duty assignments and make recommendations to the department head regarding adjusting, extending or terminating the restricted duty in accordance with the operational and financial needs of the department and consistent with the employee's medical restrictions. The Department Return to Work Coordinator will document and monitor all limited duty assignments on the County AK143 for Attachment 3. They will also maintain a centralized record of all assignments.
3. Inform department employees of the Return to Work Policy.

4. Implement restricted duty assignments for temporarily disabled employees as soon as medically appropriate, operationally feasible, and when a suitable assignment is available.
5. Coordinate with Risk Management regarding an individual employee's restricted duty assignment.
6. The Department Return to Work Coordinator shall provide the Health Coalition quarterly reports of the number of requests for ergonomic evaluations, the number of evaluations performed, and the actions taken based on those reports. The County shall meet with the Health Coalition upon the Coalition's request to review such reports and to discuss ergonomic issues.

B. Employee

A temporarily disabled employee shall:

1. Notify the department of an industrial or non-industrial injury or illness.
2. If it is an industrial injury, seek prompt medical care through the County's Occupational Medical Program or through a properly pre-designated physician in accordance with the law. The employee shall obtain needed medical information from the physician and provide that information to the County. Physician's Statement of Ability to Work, AK142, see attachment 1 for industrial injuries and attachment 2 for non-industrial injuries.
3. Accept an appropriate available restricted duty assignment within or outside the employee's department if one is offered. A restricted duty assignment must be consistent with limitations recommended by the employee's treating physician or QME, if applicable, and must be approved by the Departmental Return to Work Coordinator. If an employee is assigned to a restricted duty assignment outside of their department, as supervisor in the department providing the restricted duty assignment shall supervise the employee. The employee's home department is required to pay the employee's regular salary.
4. A department head has the authority to temporarily restrict the duties of an employee in accordance with this policy.
5. For accepted industrial injuries, failure of an employee to accept an offer of a medically appropriate restricted duty assignment will result in the denial of temporary disability benefits pursuant to Workers' Compensation law.



C. County Return to Work Coordinators

The County Return to Work Coordinators shall:

1. Work at the direction of the Risk Manager.
2. Assist departments in identifying and developing suitable restricted duty assignments.
3. Assist departments in resolving questions regarding work restrictions and restricted duty placements.
4. Provide, as necessary, counseling and other rehabilitative services to employees placed on restricted duty.
5. Assist in finding restricted duty assignments outside of the home department, if the home department cannot provide restricted duty. The home department will provide the salary of the employee.
6. Coordinate the appeal process for employees regarding restricted duty.

D. Return to Work Committee

The Return to Work Committee shall hear appeals under the Appeal Procedures as described in Section IV (C)-General Background above, and make recommendations to the department head. In the event a department does not grant a restricted duty assignment requested by an employee or a requested extension of an existing restricted duty assignment, the employee may appeal to the Return to Work Committee. The Committee shall hear the appeal and make a recommendation to the department head.

E. Risk Manager

The County Risk Manager shall:

Oversee the administration of this policy and provide ongoing education of department heads, managers, and departmental return to work coordinators concerning this policy.

VI. DEFINITIONS:

- A. Restricted Duty: A temporary work assignment provided to a temporarily industrially disabled employee who cannot perform her/his regular job duties for a specific period of time. The temporary assignment is provided while an individual is recuperating from an industrial injury or illness. An employee will be assigned to restricted duty within their primary department whenever possible. If no assignment can be located within the employee's primary department, the County will make reasonable efforts to locate a comparable

position in another department. Restricted duty is only available to a person who is expected to return to her or his regular job duties. If an employee is on a discretionary 9/80 or 4/10 work schedule and is returning to restricted duty assignment on a part-time basis, the 9/80 or 4/10 work schedule shall be revoked. Pay for restricted duty shall be the same salary and benefits of the employee's regular position, provided however, that shift and other pay differentials will only be paid for the first thirty (30) days of restricted duty unless the employee qualifies for pay differentials.

- B. County: For the purpose of this policy the term "County" includes Contra Costa County and agencies governed by the Board of Supervisors, which are part of the County's retirement system, excluding Housing Authority, and In-Home Supportive Service providers.
- C. Departmental Return to Work Coordinator: The individual appointed by the department head to administer the County's Return to Work policy. The person appointed by the department must have some knowledge of personnel rules and regulations, Memoranda of Understanding and disability benefits that an employee may be entitled to receive, i.e., SDI, LTD, FMLA, retirement.
- D. Employee's Treating Physician: The treating physician or Qualified Medical Examiner (QME) as defined by California Worker's Compensation laws. Treatment shall be reasonably required and consistent with Workers' Compensation guidelines and existing State law.

For non-industrial injuries, the County will follow the regulations of both the EEOC and DFEH on the issue of temporary modified duty.

- E. Return to Work Committee: The Committee shall be composed of a pool of twelve (12) members consisting of six (6) County employee members appointed by the County Administrator and six (5) County employees appointed from the three (3) largest employee organization in the Labor Coalition. Each member of the committee must commit to attending at least two committee meetings each year. Two members appointed by the County Administrator and two members appointed by the employee organization must be present in order to constitute a quorum.
- F. Risk Manager: The person designated by the County Administrator to serve as Risk Manager.
- G. County Return to Work Coordinators: The person designated by the County Risk Manager to serve as an Employee Return to Work Coordinator who shall perform the duties set forth in V (C).

# CONTRA COSTA COUNTY

## PHYSICIAN'S STATEMENT OF ABILITY TO WORK

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
 JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?

EXPLAIN:

\_\_\_\_ YES \_\_\_\_ NO

WILL THE DRUG AFFECT OTHER DUTIES:

EXPLAIN:

Computer Work:	____ Yes ____ No	Hours per Day _____	Minutes at a time _____
Writing	____ Yes ____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	____ Yes ____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	____ Yes ____ No	Hours per Day _____	Minutes at a time _____
Filing:	____ Yes ____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:



### LIFT/CARRY

### HOURS PER DAY

### COMMENTS

____ 0 - 5	Lbs.	_____	_____
____ 5 - 10	Lbs.	_____	_____
____ 10 - 15	Lbs.	_____	_____
____ 15 - 20	Lbs.	_____	_____
____ 20 - 25	Lbs.	_____	_____
____ 25 - 50	Lbs.	_____	_____
____ 50 - 75	Lbs.	_____	_____

### PHYSICAL ACTIVITIES

### HOURS PER DAY

### COMMENTS

____ Sitting	_____	_____
____ Standing	_____	_____
____ Walking	_____	_____
____ Running	_____	_____
____ Bending	_____	_____
____ Squatting	_____	_____

### COMMENTS

### COMMENTS

**COMMENTS**

AK 142.

**CONTRA COSTA COUNTY  
PHYSICIAN'S STATEMENT OF ABILITY TO WORK  
ADA/FEHA/non-industrial**

Dear Physician:

Your cooperation in completing this form on a timely basis is requested. Certain benefits that person can receive are dependent on the completion of this form. The County of Contra Costa may be able to provide:

1. Limited duty for employees who are temporarily disabled by illness or injury  
or
2. Permanent accommodation of current assignments or reassignment to a different position.

EMPLOYEE'S NAME: \_\_\_\_\_ WORK LOCATION: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_ # OF HOURS PER DAY: \_\_\_\_\_  
JOB TITLE: \_\_\_\_\_ # OF DAYS PER WEEK: \_\_\_\_\_

DESCRIBE NATURE OF DISABILITY(S) INCLUDING SYSTEMS OR BODY PARTS AFFECTED:

IF A DRUG IS PRESCRIBED, WILL IT AFFECT SAFE OPERATION OF A MOTOR VEHICLE?  
EXPLAIN: \_\_\_\_\_ YES \_\_\_\_\_ NO

WILL THE DRUG AFFECT OTHER DUTIES: \_\_\_\_\_ YES \_\_\_\_\_ NO  
EXPLAIN: \_\_\_\_\_

Computer Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Writing	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Telephone Work:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Office Machine use:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____
Filing:	_____ Yes _____ No	Hours per Day _____	Minutes at a time _____

PLEASE CHECK THOSE TASKS THAT THE EMPLOYEE IS ABLE TO PERFORM:

LIFT/CARRY	HOURS PER DAY	COMMENTS
_____ 0 - 5 Lbs.	_____	_____
_____ 5 - 10 Lbs.	_____	_____
_____ 10 - 15 Lbs.	_____	_____
_____ 15 - 20 Lbs.	_____	_____
_____ 20 - 25 Lbs.	_____	_____
_____ 25 - 50 Lbs.	_____	_____
_____ 50 - 75 Lbs.	_____	_____

PHYSICAL ACTIVITIES	HOURS PER DAY	COMMENTS
_____ Sitting	_____	_____
_____ Standing	_____	_____
_____ Walking	_____	_____
_____ Running	_____	_____
_____ Bending	_____	_____
_____ Squatting	_____	_____

**PHYSICAL ACTIVITIES (Cont'd)****HOURS PER DAY****COMMENTS**

☐ Crawling  
☐ Pulling  
☐ Pushing  
☐ Kneeling  
☐ Reaching above shoulder level  
☐ Reaching below shoulder level  
☐ Twisting the body  
☐ Climbing stairs  
☐ Climbing ladders  
☐ Climbing up and down embankment  
☐ Shoveling or digging  
☐ Operating foot controls  
☐ Operate moving machinery  
☐ Driving heavy equipment  
☐ Driving automotive equipment

**WORKING CONDITIONS****HOURS PER DAY****COMMENTS**

☐ Exposure to heat ( 85° - 90° )  
☐ Exposure to cold  
☐ Exposure to dampness, water  
☐ Walking on uneven ground  
☐ Exposure to dust, fumes, and grass  
☐ Exposure to heights  
☐ Being around moving machinery  
☐ Exposure to noise  
☐ Respond to emergency situation  
☐ Handle confrontational situation  
☐ Wearing respiratory protection

**WORKER TRAITS****HOURS PER DAY****COMMENTS**

☐ Handle face to face contact with public  
☐ Participate in formal proceedings, hearings  
☐ Concentrate and meet deadlines  
☐ Understand written and oral instructions  
☐ Maintain professional relationship with supervisor,  
 Co-workers and the public

DATE EMPLOYEE CAN START MODIFIED  
 DUTY: \_\_\_\_\_

MODIFIED DUTY CAN BE: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

Number of Days per Week: \_\_\_\_\_ Number of Hours per Day: \_\_\_\_\_

ESTIMATED DATE EMPLOYEE CAN RETURN TO USUAL DUTIES: \_\_\_\_\_

ARE THE LIMITS LISTED PERMANENT \_\_\_\_\_ OR TEMPORARY \_\_\_\_\_? IF TEMPORARY, FOR  
 HOW LONG? \_\_\_\_\_

\_\_\_\_\_  
 PHYSICIAN'S SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PHYSICIAN'S NAME

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 TELEPHONE NO.

\_\_\_\_\_  
 FAX NO.

**COUNTY OF CONTRA COSTA  
LIMITED DUTY ASSIGNMENT & EXTENSION FORM**

DEPARTMENT:	
NAME OF EMPLOYEE:	DATE OF INJURY OR ILLNESS:
JOB CLASSIFICATION:	INDUSTRIAL: <input type="checkbox"/> NON-INDUSTRIAL:
WORK RESTRICTIONS PREVENTING RETURN TO REGULAR DUTY:	PART (S) OF BODY AFFECTED:
PHYSICIAN APPROVING RELEASE TO LIMITED DUTY* NAME:	DATE OF EXAM/TREATMENT:

LIMITED DUTY IS A TEMPORARY ASSIGNMENT PROVIDED TO EMPLOYEES WHO ARE PRECLUDED FROM PERFORMING REGULAR JOB DUTIES FOR UP TO A 3-MONTH PERIOD OF TIME DUE TO INJURY OR ILLNESS. LIMITED DUTY CAN BE EXTENDED BY THE DEPARTMENT FOR AN ADDITIONAL THREE MONTHS. ANY LIMITED DUTY ASSIGNMENT BEYOND 6 MONTHS IS MEDIATED BY THE COUNTY'S REHABILITATION COMMITTEE. PAY AND BENEFITS WILL BE PRORATED FOR PART-TIME WORK SUBJECT TO SALARY AND WORKERS' COMPENSATION REGULATIONS AND M.O.U. AGREEMENTS.

ALL ABSENCES FROM WORK SHOULD BE ROUTED THROUGH YOUR SUPERVISOR, PARTICULARLY THOSE WHICH ARE RELATED TO YOUR ILLNESS OR INJURY, WHETHER OR NOT IT IS INDUSTRIAL. IF YOU ARE OFF ON VACATION OR SICK LEAVE THAT IS NOT CONNECTED WITH YOUR INJURY OR ILLNESS, PLEASE FOLLOW ESTABLISHED PROCEDURES.

INITIAL ASSIGNMENT	LIMITED DUTY WILL START: _____
FIRST EXTENSION <input type="checkbox"/>	AND IS
SECOND EXTENSION <input type="checkbox"/>	EXPECTED TO END: _____

DESCRIPTION OF LIMITED DUTY ASSIGNMENT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

WORK HOURS/DAYS OF WEEK: \_\_\_\_\_

SPECIFIC DUTIES (attach list of duties if available): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*A CURRENT PHYSICIAN'S STATEMENT MUST ACCOMPANY THIS FORM**

WE HAVE REVIEWED THE CURRENT MEDICAL RELEASE AND AGREED TO THE ABOVE LIMITED DUTY ASSIGNMENT AND THE REQUIREMENTS OUTLINED IN THE LIMITED DUTY ASSIGNMENT. ANY CHANGES TO THE LIMITED DUTY ASSIGNMENT MUST FIRST BE APPROVED BY THE SUPERVISOR AND/OR THE DEPARTMENT DISABILITY COORDINATOR. SOME CHANGES MAY REQUIRE PRIOR MEDICAL APPROVAL.

SIGNATURE OF EMPLOYEE	DATE	LIMITED DUTY SUPERVISOR	DATE
-----------------------	------	-------------------------	------

DEPARTMENT DISABILITY COORDINATOR	DATE
-----------------------------------	------

cc: COUNTY EMPLOYEE REHABILITATION COUNSELOR OR ADA COORDINATOR - RISK MANAGEMENT,  
Department Personnel Section  
AK 143

## WESTERN COUNCIL OF ENGINEERS

### SUBJECT INDEX

Accrual During Leave Without Pay (Sick Leave) .....	46
Accrual During Leave Without Pay (Vacation Leave) .....	37
Administration of Sick Leave .....	40
Adoption .....	88
Agency Shop .....	4
Anniversary Dates .....	11
Attendance at Meetings .....	9
Automated Timekeeping Implementation .....	20
 Book Reimbursement .....	 81
Bridging of Service .....	37
 Call-Back Time .....	 23
Catastrophic Leave Bank .....	46
Child Care .....	64
Coerced Resignations .....	69
Compensation Complaints .....	76
Compensatory Time .....	21
Competitive Exam .....	66
Confidentiality of Information/Records .....	46
Constructive Resignation .....	68
Continuing Education Allowance .....	81
Coordination of Benefits .....	46
Council Recognition .....	4
Council Representatives .....	10
 Days and Hours of Work .....	 19
Deferred Compensation Plan-Special Benefit .....	16
Deferred Compensation Plan-Loan Provision .....	17
Definition (SDI) .....	48
Definitions (Days and Hours of Work) .....	19
Definitions (Leave of Absence) .....	49
Dependent Care Assistance Program .....	63
Disability .....	42
Disability Insurance Review Committee .....	46
Dismissal, Suspension, Temporary Reduction In Pay, and Demotion .....	70
 Dual Coverage .....	 62
Dues Deduction .....	4
Duration of Agreement .....	88
 Effective Resignation .....	 69
Entrance Salary .....	11
Ergonomic Evaluation .....	88
Expedited Board of Adjustment .....	74
 Fair Labor Standards Act Provisions .....	 23
Family Care Leave or Medical Leave .....	51



Filing by Council.....	77
Flex Time .....	81
Furlough Days Without Pay .....	50
General Administration – Leave of Absence .....	49
General Wages.....	10
Grievance Procedure .....	73
Group Health Plan Coverage .....	54
Health Care Spending Account .....	62
Health, Life & Dental Care .....	56
Health Plan Coverages .....	57
Health Plan Re-Opener.....	64
Holiday and Compensatory Time Provisions.....	34
Holidays .....	29
Holidays & Personal Holiday Credit.....	29
Increments Within Range.....	12
Intermittent Use of Leave .....	52
Jury Duty.....	55
Layoff During Probation .....	66
Leave of Absence .....	49
Leave Pending Employee Response .....	72
Leave Without Pay.....	49
Leave Without Pay – Use of Accruals.....	54
Length of Service Definition .....	84
Length of Suspension .....	72
Life Insurance Benefit Under Health and Dental Plans .....	62
Maintenance of Membership .....	6
Malpractice Coverage .....	86
Merit Board .....	77
Method of Integration.....	46
Mileage Reimbursement .....	78
Military Leave.....	51
No Discrimination.....	9
Official Council Representatives .....	9
On-Call Duty .....	23
Open Exams .....	66
Overtime .....	20
Overtime & Compensatory Time.....	20
Overtime & Straight Time Compensatory Time.....	21
Part-Time Compensation .....	13
Pay for Work in Higher Classification.....	15
Pay Warrant Errors .....	18
Permanent-Intermittent Employee Benefits.....	84
Permanent Part-Time Employee Benefits .....	84
Permanent-Intermittent Employee Special Pays .....	84

Personal Property Reimbursement .....	83
PERS Long-Term Care .....	63
Position Reclassification .....	13
Provisional Employee Benefits .....	86
Personnel Files .....	79
Physical Examinations .....	67
Pregnancy Disability Leave .....	53
Probationary Period .....	64
Professional Development Reimbursement .....	80
Professional Examination Time Off .....	81
Reassignment of Laid Off Employees .....	29
Registration Differential .....	86
Regular Appointment .....	65
Reimbursement for Meal Expenses .....	82
Reinstatement From Family Care Medical Leave .....	55
Rejection During Probation .....	65
Rejection During Probation of Layoff Employee .....	66
Requirements for Promotional Standing .....	67
Resignation in Good Standing .....	68
Resignations .....	68
Retirement Benefit-New Members of CCCERA .....	78
Retirement Contribution .....	77
Retirement Coverage .....	58
Revised Probationary Period .....	64
Revocation .....	69
Safety Committee .....	88
Safety Shoes and Prescription Safety Glasses .....	81
Salaries .....	10
Salary on Appointment From a Layoff List .....	14
Salary on Involuntary Demotion .....	14
Salary on Promotion .....	14
Salary on Voluntary Demotion .....	15
Salary Reallocation & Salary on Reallocation .....	13
Salary Review While on Leave of Absence .....	55
Scope of Arbitration Decisions, and EBA .....	76
Scope of Agreement & Separability of Provisions .....	88
Seniority Credits .....	67
Seniority, Workforce Reduction, Layoff & Reassignment .....	24
Separability of Provisions .....	88
Separation Through Layoff .....	25
Service Awards .....	82
Shift Differential .....	24
Sick Leave .....	37
Skelly Requirements .....	71
Special Employment Lists .....	28
Special Studies .....	87
State Disability Insurance (SDI) .....	48
Straight Time Pay .....	21
Strike/Work Stoppage .....	77
Supplemental Life Insurance .....	62

Time Reporting/Stamping .....	20
Training Reimbursement.....	78
Transfer .....	67
Transfer (Salaries) .....	15
Unauthorized Absence.....	55
Unfair Labor Practice .....	89
Use of County Buildings.....	7
Vacation Accrual Rates.....	35
Vacation Leave .....	34
Weingarten Rights .....	72
Wellness Incentive Program .....	87
Withdrawal of Membership .....	6
Witness Duty .....	56
Workers' Compensation.....	44
Workforce Reduction .....	24